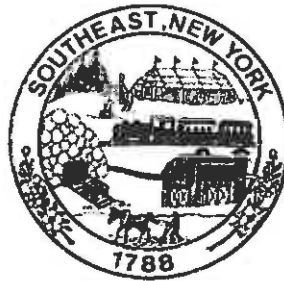


**REQUEST FOR PROPOSALS
for
SOLAR ENERGY SYSTEM
PROPERTY LEASE PROJECT**

Town of Southeast

**1360 Route 22
Brewster, New York 10509**



Town Supervisor
Tony Hay

Town Clerk
Michele Stancati

Special Districts Office
Levon Bedrosian
Michele Fraioli

December 2019

SOLAR ENERGY SYSTEM LAND LEASE PROJECT

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PUBLIC NOTICE
REQUEST FOR PROPOSALS
TOWN OF SOUTHEAST
SOLAR ENERGY PROJECT

The Town Board of the Town of Southeast invites sealed proposals or proposals for the SOLAR ENERGY SYSTEM PROPERTY LEASE PROJECT at Landfill, 85 Lower Mine Road within the Town of Southeast, Putnam County, New York.

Receipt of Proposals: All such proposals must be received by the Town Clerk's Office of the Town of Southeast at 1360 Route 22, Brewster, New York until 11:00 AM on January 23, 2020. Electronic submissions (including faxes) are not allowed. All proposals not properly sealed and labeled or received after 11:00 AM will be disqualified without any further review.

Proposals shall be delivered in sealed envelopes, addressed to the TOWN CLERK of the Town of Southeast, 1360 Route 22, Brewster, New York 10509 and shall bear on the face thereof, the name and address of the Contractor and the appropriate contract title: "**Solar Energy System Property Lease Project**".

Documents of the proposal for the SOLAR ENERGY SYSTEM PROPERTY LEASE PROJECT will be available for procurement in the Town Clerk's Office, located at 1360 Route 22, Brewster, New York 10509, between the hours of 9:30 AM and 4:00 PM from **December 18, 2019 to January 22, 2020**.

There is a meeting scheduled to review the site on January 7, 2020 at 11:00 AM at 85 Lower Mine Road, Brewster, NY. All questions pertaining this project must be submitted to the Special Districts Office by e-mail only.

A standard Town Services Agreement and the Town of Southeast's Local Law No. 3, requiring companies doing business with the Town to certify compliance with Federal law with respect to lawful hiring of employees, are included with the RFP documents for review by the Contractor.

The contract shall be awarded to the highest rate, **responsible** contractor(s) whose proposal has been filed in accordance with this notice.

The Contractor must hold valid licenses and permits by the State of New York, County of Putnam and Town of Southeast as a required by the type and scope of the work.

Contract Service Company are required to execute the Non-Collusive-Bidding Certificate presented within the Proposal Specifications, pursuant to Section 103d of the General Municipal Law of the State of New York.

By Order of the Southeast Town Clerk
Michele Stancati, Town Clerk
1360 Route 22
Brewster, New York 10509

REQUEST FOR PROPOSALS SOLAR PHOTOVOLTAIC PROJECT

The Town Board of the Town of Southeast invites sealed proposals or proposals for the SOLAR ENERGY SYSTEM PROPERTY LEASE PROJECT at Landfill, 85 Lower Mine Road within the Town of Southeast, Putnam County, New York.

All such price proposals must be received by the Town Clerk's Office of the Town of Southeast at the 1360 Route 22, Brewster, New York until 11:00 AM on January 23, 2020. Electronic submissions (including faxes) are not allowed. All proposals not properly sealed and labeled or received after 11:00 AM will be disqualified without any further review.

Document of the proposal for the SOLAR ENERGY SYSTEM PROPERTY LEASE PROJECT will be available for procurement in the Town Clerk Office, located at 1360 Route 22, Brewster, New York, between the hours of 9:30 AM and 4:00 PM from **December 18, 2019 to January 22, 2020**.

There is a meeting scheduled to review the site on January 7, 2020 at 11:00 AM on location.

All proposals shall be made and shall be received upon the following conditions:

1. Proposals shall be enclosed in sealed envelopes, addressed to the
 - **"Town Clerk's Office of the Town of Southeast, New York"**, and shall bear on the face thereof,
 - **the name and address of the Contractor**
 - **the appropriate Contract title:**
"SOLAR ENERGY SYSTEM PROPERTY LEASE PROJECT".
2. The contract shall be awarded to the highest **responsible** contractor(s) whose pricing meets expectations along with fully completed documentation as outlined within and have been filed in accordance of this notice, provided that the Town Board reserves the right to reject all pricing and re-advertise, if in the judgment and sole discretion of said Board, it shall be in the best interest of the Town to do so.
3. The successful contractor shall be required to execute a standard Town Services Agreement, within thirty (30) days after the award of the contract, which reflects the terms of these specifications, and the Town of Southeast's Local Law No. 3 requiring companies doing business with the Town to certify compliance with Federal law in respect to lawful hiring of employees. No proposal shall be considered binding upon the Town of Southeast until the execution of the Contract.
4. Upon acceptance of the pricing, if the successful contractor(s) fails to enter into a contract pursuant to the requirements of said Town Board or fails to provide insurance and/or required permits prescribed in this notice from the time limited herein, then the contract will be forfeited by the contractor and withdrawn by the Town.
5. Attention is called to the fact that not less than the minimum salaries and wages (Prevailing Wages) as set for in the Contract Documents must be paid on this Contract and that the Contractor must ensure that employees and applicants for employment are not discriminated because of their race, sex, creed, color or national origin. Certified Payroll must be submitted to the Town monthly.
6. All questions regarding this proposal must be submitted in writing to the Special Districts Administrator, questions may be submitted by e-mail at specialdistricts@southeast-ny.gov

The Town of Southeast reserves the right to waive any informalities in the collection of pricing, to reject any or all submitted pricing and reserves the right to accept the pricing which it deems most

favorable to the interests of the Town of Southeast. No contractor may withdraw his/her pricing within ninety (90) days after the actual date of deadline submission thereof. Proposals may be held by the Town of Southeast for a period not to exceed ninety (90) days from the date of the opening proposals, for the purpose of reviewing the proposals and investigating the qualifications of the Contract Service Company, prior to the awarding of the Contract.

The Town seeks proposals from solar energy developers (“*Respondents*”) to:

Lease land at 85 Lower Mine Road, the former site of the Town of Southeast landfill, pursuant to a Lease Agreement, a form of which is included in this RFP, and install, own, operate, and maintain thereon a solar photovoltaic energy system (“Solar Energy System” or “System”).

It is the desire of the Town to site a Solar Energy System for the benefit of the Town and the environment. This Request for Proposals is being issued to allow the Town to evaluate options and determine the projects and financial arrangements that best meet the Town’s interest.

The Town will evaluate all proposals and reserves the right to select the vendor with the strongest qualifications and the proposal that provides the best economic solution, and the right to accept any bid even if the bid is not the lowest cost. Proposals will be evaluated against other proposals received. In addition to other rights reserved herein, the Town reserves the right to cancel this RFP in its discretion and to the fullest extent permitted by law.

Selected Respondents shall not discriminate against any employee or applicant for employment because of a physical or mental handicap, for any position for which the employee or applicant is qualified, and in the event of noncompliance, the Town may declare the selected Respondents in breach and take any necessary legal recourse including termination or cancellation of any contract awarded pursuant to this RFP.

Anticipated Bid Schedule:

Request for Proposals Issued	12/24/19
Posting in the Central Register	12/26/19
Pre-Bid Meeting	1/9/20
Questions Due to the Town	1/15/20
Responses to Questions/Addenda Issued by the Town	1/17/20
Proposals Due to the Town (See address requirements in RFP)	1/23/20
Anticipated Interviews	1/29/20
Anticipated Selection of the Most Advantageous	2/12/20
Presentation to Board of Selectmen	2/20/20

This RFP contains the following Attachments:

Attachment A – Proposal Forms

Attachment A-1 – Certificate of Examination Form

Attachment A-2 – Certificate of Non-Collusion

Attachment A-3 – State Taxes Certification Clause

Attachment A-4 – Certification Regarding Debarment

Attachment A-5 – Certificate of Authority

Attachment A-6 – Proposer Minimum Requirements Checklist

Attachment A-7 – Certificate of Compliance with Federal Immigration Law

Attachment A – Pricing Bid Forms

Attachment B – Draft Lease Agreement

GENERAL INFORMATION & INSTRUCTIONS

The Town Board of the Town of Southeast invites sealed proposals for the **SOLAR ENERGY SYSTEM PROPERTY LEASE PROJECT** at Landfill, 85 Lower Mine Road within the Town of Southeast, Putnam County, New York.

I. DESCRIPTION AND LOCATION OF WORK:

- A. Landfill, 85 Lower Mine Road, Brewster, New York 10509
- B. Provide labor and necessary equipment to complete the trade/work as categorized.
- C. All materials are to be purchased and supplied by the Contract Company.

II. PROPOSAL SUBMISSION REQUIREMENTS:

All proposals shall be made and shall be received upon the following conditions:

- A. All such price proposals must be received by the Town Clerk's Office of the Town of Southeast at 1360 Route 22, Brewster, New York 10509 until 11:00 AM on January 23, 2020. Electronic submissions (including faxes) are not allowed. All proposals not properly sealed and labeled or received after 11:00 AM will be disqualified without any further review.
- B. Proposals shall be enclosed in sealed envelopes, addressed to the

**"TOWN CLERK'S OFFICE of the Town of Southeast, New York",
and shall bear on the face thereof,
"the name and address" of the Contractor
& the appropriate Contract title:
"SOLAR ENERGY SYSTEM PROPERTY LEASE PROJECT".**

- C. Documents of the proposal for the **SOLAR ENERGY SYSTEM PROPERTY LEASE PROJECT** will be available for procurement in the Town Clerk's Office, located at 1360 Route 22, Brewster, New York, between the hours of 9:30 AM and 4:00 PM from **December 18, 2019 to January 22, 2020**.
- D. Prospective Contract Service Company are reminded that it is their responsibility to ensure that they receive any addenda (if any) prior to submitting a proposal.
- E. Proposal(s) must be submitted in original format. Electronic submissions (including faxes) are not allowed.
- F. All materials must be contained in a single envelope or package clearly labeled Land Lease for Solar Photovoltaic Project. Within each envelope or package, the Respondent shall enclose a cover letter with the signature, name, and title of the person authorized to submit the proposal on behalf of the Respondent.
- G. The Respondent's proposal shall include, in separate sealed envelopes, a *"Technical Proposal"* and a *"Price Proposal."*

- The *Technical Proposal* must include six (6) single-sided hard copies and an electronic copy in Portable Document Format (PDF) and shall be placed in a sealed envelope within the outer package marked with the Respondent's *company name*, and plainly marked in the lower left-hand corner: "Land Lease for Solar Photovoltaic Project - Technical Proposal."
 - The *Price Proposal* must include six (6) single-sided hard copies and an electronic copy in Portable Document Format (PDF) format, and shall be placed in a separate sealed envelope within the outer package marked with the Respondent's *company name*, and plainly marked in the lower left-hand corner: "Land Lease for Solar Photovoltaic Project - Price Proposal."
- H. All qualifications should be written in ink or typed. If there is any correction with whiteout, the person signing the statement of qualifications must initial the correction.
- I. It is the Respondent's responsibility to see that its proposal is delivered within the time and at the place prescribed. The Town will open no proposals until the time set for opening. Proposals may be withdrawn upon written request (on the letterhead of the Respondent and signed by the person signing the proposal) and must be received prior to the Public Opening. Proposals may be modified in the same manner. No proposal or modification thereof received after the Public Opening will be considered.
- J. A Respondent filing a proposal thereby certifies that 1) no officer, agent, or employee of the Town has a pecuniary interest in the proposal or has participated in contract negotiations on the part of the Town; 2) the proposal is made in good faith without fraud, collusion, or connection of any kind with any other prospective Respondent for the same RFP; and 3) the prospective Respondent is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.
- K. It is the Respondent's responsibility to check prior to the Public Opening for any updates or addenda issued as a result of questions or changes needed in this RFP. A hard copy of the RFP and supporting documents will be available for review during normal business hours at the Town.

III. PROPOSAL DEPOSIT:

Proposal packages are obtained from the Town of Southeast, Town Clerk's office.

- A. ☒ Copies of the Proposal Documents including specifications may be obtained by prospective Contract Service Company without any charge or deposit requirements for this specific proposal.
- B. ☐ Copies of Proposal Documents, including specifications and drawings, may be obtained by prospective Contract Service Company upon the deposit of a personal or company check, made payable to the Town of Southeast, in the amount of \$ 50.00 per set.

IV. EXAMINATION OF DOCUMENTS:

Contract and Addenda process.

- A. All questions regarding this solicitation must be submitted in writing to the Special Districts Administrator, questions may be submitted by e-mail at specialdistricts@southeast-ny.gov at least five (5) business days prior to the deadline.

- B. Only interpretations, corrections or additional Contract provisions made in writing by the Town as addenda shall be binding. No officer, agent or employee of the Town is authorized to clarify or correct the Contract Documents by any other method, and any such clarifications or corrections, if given, is not binding on the Town.
- C. All proposals must be submitted with the Proposal Form furnished by the Town, along with all documentations.
- D. Inconsistencies: Any seeming inconsistency between Layout Specifications or Contract, or any point requiring explanation, must be inquired into by the Contractor, in writing to the Town Special Districts Office, at least five (5) business days prior to the time set for opening the proposals.
- E. All responses to inquiries for additional information and/or questions will be issued in writing by the Town or its designee as an addendum, which shall be sent by fax, by e-mail, by certified mail or delivered to each prospective Contractor recorded as having received a copy of the Contract Documents from the Town and shall be available at the place where the Contract Documents are available for inspection by prospective Contract Service Company. Upon issuance, such addenda shall be binding on all Contract Service Company. The requirements contained in all Contract Documents shall apply to all addenda.

V. SITE INSPECTIONS / CONFERENCE:

- A. There is one meeting scheduled on January 7, 2020 at 10:00 AM at the site location.
- B. Contract Service Company shall satisfy themselves by personal investigation, and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost thereof. No verbal information derived from Town officials, employees, or from their assistants shall relieve the Contractor from any risk or from fulfilling all terms of the Contract. All Contract Service Company shall tour the facility and familiarize themselves with the work contemplated in the Contract. Submission of a proposal shall be deemed conclusive evidence that such a tour has been made by each contractor and shall constitute a waiver by each of all claims in proposal, withdrawal of proposal, or payment of extras, or combinations thereof, under the executed Contract, or any revision thereof.
- C. Representatives must understand scope of work requirements prior to submitting a proposal by scheduling a walk-through of the site accompanied by a Town representative. Arrangements may be made by contacting the Facilities Manager at specialdistricts@southeast-ny.gov.
- D. The failure or omission to perform site visits, examine any facility, delineation of required work area or document shall in no way relieve any contractor from any obligation in respect of his/her proposal.

VI. PREPARATION & CONDITIONS TO COMPLETE PROPOSAL:

- A. Contract Service Company is cautioned not to attach any conditions, limitations, provisions, or to make any changes on the Proposal form, as such conditions, qualifications, limitations, or provisions will render the proposal informal and be sufficient reason for its rejection.
- B. Failure to complete the entire Questionnaire for Contract Service Company with specific detailed information and/or not have any required permits, licenses or other provisions within

this proposal package will disqualify the Contractor immediately without further review of their proposal.

- C. The Town of Southeast reserves the right to waive any informalities in the proposals, to reject any or all proposals and reserves the right to accept the proposal(s) which it deems most favorable to the interests of the Town of Southeast. No contractor may withdraw his/her proposal within ninety (90) days after the actual date of opening thereof. Proposals may be held by the Town of Southeast for a period not to exceed ninety (90) days from the date of the opening of Proposals, for the purpose of reviewing the Proposals, the value of the design to cost proposed and investigating the qualifications of the Contract Service Company, prior to the awarding of the Contract.
- D. Unbalanced proposals may be rejected at the discretion of the Town. Unbalanced proposals shall be deemed to include any proposal on any item which is not, in the opinion of the Town, based on a bona fide price for which the contractor can furnish the articles or perform the work covered by said item at cost or with substantially the same percentage of profit as he estimates to receive on the contract as a whole.
- E. Proposals that are illegible or that contain omissions, additions (not submitted as add alternate) or items not called for in proposal documents may be rejected as non-responsive. Any proposal which modifies, limits, or restricts all or any part of such proposal, other than as Add Alternate Items (with itemized options with specific details and pricing) or expressly provided for in the Contract Documents, will be rejected as non-responsive.
- F. Contractor agrees to comply with and fulfill all laws, orders, ordinances, rules and requirements of Federal, State, County, Town and other applicable governmental authority: all applicable OSHA and New York State Labor rules, regulations, and statutes. The Contractor shall meet all the requirements of these laws, rules and regulations, including any subsequent changes. The Town of Southeast is a Municipal Separate Storm Sewer System (MS4) entity, and its MS4 operators, together with third party entities, are required to meet the storm water discharge regulations of its Storm Water Management Plant (SWMP). The Contractor is advised it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards.
- G. As used in this document, "Contractor" or "Contract Service Company" shall mean the entity listed as the applicant or Contracted Service Company and not a director, officer, or employee of the applicant or Service Company.
- H. Prices must be specified in both words and figures as indicated on the proposal form. In the case of discrepancy, the amount written in words shall govern.
- I. Proposals must be completed in blue ink or type written and not in pencil or other writing methods.
- J. The Town is not responsible for any costs incurred by the Contractor in connection with the preparation of a response to their proposal.
- K. Contract Service Company are welcome to provide documentation that outlines additional services that they recommend to improve the overall benefit to the Town and its Residents. It is not a proposal requirement, and the Town is not obligated to accept.
- L. All contract changes must be communicated in writing, from the Special Districts Office, before Contractor begins the change. All changes made by the Contractor that increase the

scope of the layout or the decrease the value of the services without the written consent with a change order, may not be accepted and will be at the expense of the Service Company.

- M. All "Contract Service Company" there under must furnish satisfactory evidence to the Town that they have been in continuous existence for the past five (5) years or more. All Contract Service Company shall be required to demonstrate to the satisfaction of the Town that they have adequate financial resources, equipment, licenses, experienced personnel and expertise to perform the services required by these Service Specifications. No contract will be awarded to any contractor who, as determined by the Town in its sole discretion, has an unsatisfactory performance record or inadequate experience or who lacks the necessary capital, organization and equipment to conduct and complete the services in strict accordance with the Specifications.

VII. CONTRACT TERM:

A. The Contract Term will cover March 1, 2020 to December 31, 2040:

Extension Dates are subject to written request and approval one year prior to the end date.

A. SOLICITATION PROCESS

2. Submission of Proposals

- a) Any Respondent may withdraw or modify its proposal by written request at any time prior to the established time of the Public Opening. Telephone or email responses, amendments, or withdrawals will not be accepted.
- b) Proposals received prior to the Public Opening will be securely kept unopened by the Town Clerk. No responsibility will attach to an officer or person for the premature opening of a response not properly addressed and identified.
- c) Any deviation from the requirements of this RFP must be noted in writing and attached as a part of the proposal. The Respondent shall indicate the item or part with the deviation and indicate how the response deviates from the requirements.
- d) Any Respondent taking exception to, or questioning any of the provisions, procedures, conditions, or specifications herein stated, should clearly articulate such exceptions in the proposal in a separate section entitled "Exceptions".
- e) All substantive inquiries from prospective Respondents concerning this RFP must be submitted in writing by the date provided on the schedule. All responses to substantive questions shall be in writing and will be simultaneously distributed to all recipients of record for the RFP.
- f) The Town may in its discretion waive any and all informalities or allow the Respondent to correct them.

3. Form of Response

Proposals must be submitted in the format prescribed in the RFP and must include the forms attached to this RFP in *Attachment A*. No change shall be made in the phraseology of the forms in *Attachment A* or in the item or items mentioned herein. The proposal must contain the name and proper address of the Respondent, be signed by a responsible member of the Respondent with his/her signature and official title, and include certification of site visitation. Except as otherwise provided in this RFP, responses that are incomplete, contain any omissions, erasures, alterations, additions, or irregularities of any kind may be rejected.

Submission of a proposal shall be conclusive evidence that the Respondent has examined the Site, and is familiar with all the conditions of this procurement. Upon finding any omissions or discrepancies in the proposal documents, the Respondent shall notify the Issuer immediately so that any necessary addenda may be issued. Failure of the Respondent to completely investigate the Site and/or to be thoroughly familiar with the contract documents (including plans, specifications, and all addenda) shall in no way relieve the Respondent from any obligation with respect to the proposal.

The Respondent must include within their proposal assurances to achieve the following items:

1. Insurance

a) The selected Respondents shall be required to provide the Town with proof that they will be able to purchase and maintain, for the term of the Renewable Energy Management Services Agreement (EMSA) in the form of a land lease, or longer as may be required by the EMSA, from a company or companies lawfully authorized to do business in the State of New York and having a rating no lower than A- (Excellent) from A.M. Best's Key Rating Guide (latest edition in effect at the date of the Agreements and at the time of renewal of any policies required by the Agreements), the following insurance:

b) Additional Insurance Requirements for the Selected Firm:

- The selected firm shall provide the additional insurance requirements outlined in Draft Property Lease Agreement.
- The selected firm will agree that the Commercial General Liability insurance set forth above shall be primary and non-contributing with respect to any insurance carried by the Town or the selected firm's subcontractor(s).
- The selected firm's insurance policy shall not exclude subcontractors from coverage, or have any restrictions on coverage, resulting from subcontractors failing to maintain certain levels of insurance.
- The selected firm's insurance shall name the Town as additional insured with coverage at least as broad as the coverage provided to the named insured.
- The selected firm will agree that the insurance set forth above shall be written on an occurrence basis, unless the Town approves, in writing, coverage on a claims-made basis.
- Certificates of insurance reasonably acceptable to the Town that include insurance coverage required and specified above shall be delivered to the Town promptly after execution of the Agreements. Each policy shall contain all generally applicable conditions, definitions, exclusions, and endorsements related to the project.
- The certificates and the insurance policies required will contain a provision that coverage afforded under the policies will not be canceled, modified or allowed to expire until at least thirty (30) days' prior written notice has been given to the Town. The Town will accept a 10-day notice for cancellation for non-payment of premium as required by insurance company. In the event that any insurance policy providing coverage required by the Agreements will expire during the term of the Agreements, the selected firm will, not less than fifteen (15) days prior to the policy's expiration date, deliver to the Town certificates of insurance evidencing renewal of such policies.
- The failure to provide and continue, in force, any insurance required in accordance with the terms of the Agreements shall constitute a material breach of the Agreements.

2. Permits and Approval

The selected Respondent is responsible for obtaining, and paying all costs for, all permits associated with the system installation project. These may include, but are not limited to, the following, provided, however, that this section notwithstanding, it is solely the responsibility of the Respondent to determine what permits are required for the System.

- a) Landfill site: NYS Department of Environmental Conservation Landfill Re-Use Permit.
 - b) Special Permit: A Special Permit is required to be reviewed and approved by the Town Planning Board. A technical review meeting with the Planning Board and other involved department heads is required upon completion of a concept plan and prior to filing for a Special Permit.
 - c) Wetlands: Any proposed work within 100 feet of wetland areas will require the Respondent to file a Notice of Intent with the Town Conservation Commission and comply with an Order of Conditions issued for the project. A Notice of Intent shall also be submitted to the New York Department of Environmental Conservation - Wetlands Division.
 - d) Stormwater: Stormwater Permit Major Project Application to be reviewed by Planning Board.
 - e) Building Codes: The installation must comply with all local, state and federal laws, regulations, bylaws, codes, and standards including the most recent version of the New York Building and Electric Codes.
 - f) NYSEG Interconnection Agreement.
-

3. Agreements

The Agreements will include a property Lease for Solar Energy System

4. Indemnification

The Agreements will require that the selected Respondent hold harmless and indemnify the Town and its officers, agents, and employees against all claims, demands, actions, and suits (including all attorneys' fees and costs) brought against any of them arising from the contractor's work or any subcontractor's work under the Agreements.

5. Compliance with Laws

The contract will require compliance with all federal, state and municipal laws, ordinances, rules, and/or regulations, including labor laws and laws against employment discrimination.

6. Governing Law and Venue

The Laws of the State of New York shall govern all Agreements entered into by the

Town. Any disputes shall be resolved within the Town's preferred venue.

7. Standard Contract Terms

Any Agreements resulting from this RFP shall meet the requirements set forth by the Town's standard contract terms

B. TECHNICAL PROPOSAL REQUIREMENTS

1. Transmittal Letter

Each Respondent's response should include a transmittal letter signed by a party authorized to make a formal proposal on behalf of the Respondent. The letter shall clearly indicate that the Respondent has carefully read all the provisions in the RFP and should include a brief overview of the Respondent's proposal. Transmittal letters must also acknowledge receipt and understanding of any Addenda associated with the Project.

2. Firm Overview

a) *Company Profile:*

- Year founded and number of continuous years in business. Minimum of ten (10) years in business is required.
- Ownership status (privately- or publicly-held).
- Number of employees in local branch office at the time of submittal (full-time employees, excluding contractors).
- Corporate Office location.
- Local Office location.

b) *Project Team:*

- Team leader identification for the entire proposal, including full contact information, office location, and key qualifications and professional credentials.
- Identification of each business entity, person, or firm involved in the proposal and their role (design, installation, civil/environmental, permitting, equipment supply, operations and maintenance, etc.). Prior experience collaborating on projects is preferred.
- Resumes of personnel directly involved with the development of the proposed System. Provide evidence of NABCEP-certified Installer, Professional Engineer (P.E.), and Master Electrician.

c) *Insurance:*

- Provide evidence of the insurance limits held by the firm, demonstrating the Respondent's ability to comply with the insurance requirements set forth in this RFP.
- Financially viable insurance rating.

d) *Safety History:*

List the firm's OSHA ratings (Recordable Incidence Rates and Lost Workday Incident Rates) for the past 3 years.

- e) *Capital Finance Capability:*
 - Provide financing plan describing an overall approach and plan.
 - Provide evidence that the firm or its affiliates, subsidiaries, or partners has the ability to secure financing for the total installed cost of the System proposed in response to this RFP. This should be in the form of a commitment letter from the anticipated funding source.
- f) *Diversification of Company Portfolio*
 - Provide evidence that your firm has the portfolio diversification to handle an unforeseen downturn within the solar PV market(s), ensuring the respondent will be in business for the foreseeable future.
- g) *Operation and Maintenance capabilities*
 - Please describe firm's operations and maintenance capabilities. Please specify the total number of MWs that the firm currently provides O&M services and whether they are internal vs. external personnel.

3. Relevant Landfill Solar Project Experience

- a) List Five (5), size (in kW DC), and location of Landfill PV Projects completed in the Northeast within the past 3 years.
- b) List the total capacity (in kW DC) of operational solar PV installations completed by the firm to date.
- c) List the total capacity (in kW DC) of Landfill solar PV Systems installed in the Northeast on capped landfills
- d) List experience in installing Landfill solar PV Systems on Capped Landfills within the Northeast, or elsewhere in the country if the experience is relevant to this RFP. As part of this response, please provide a detailed discussion of the firm's experience working with various state Department of Environmental Conservation agencies and other State or Local regulatory authorities.
- e) Provide a listing of all Northeast solar Landfill PV Projects implemented and identify whether those projects were contracted under a power purchase agreement/lease agreement or a design-build energy management services agreement.
- f) Discuss in detail the Respondent's capacity and capability to perform the work presented in the indicative project schedule provided in this RFP.
- g) Discuss in detail the Respondent's direct experience interconnecting into LDC distribution systems. Please discuss any challenges realized and the firm's efforts to overcome such challenges.
- h) Discuss in detail the Respondent's ability and approach to provide emergency and routine response as may be required for the solar, site, and landfill cap maintenance.
- i) Discuss in detail the Respondent's ability and approach to own, operate and maintain Landfill PV arrays as to not sell the asset in the near future.

4. References

For the projects listed above, please provide reference information as listed below. Please note that the Town may contact all or some of the references listed to aid in the Town's assessment of Respondent's proposal. Required information includes:

- Reference project name and location.
- Host Customer and/or Owner's name with contact person's name, email, address, and phone number.
- Date completed.
- Indicate if the installation was installed as a remote net metering asset or for the benefit of the local host community.
- Any other installation-specific information that may be relevant.

5. Proposed Solar PV System

a) *System Components:*

- Include an overview of the proposed photovoltaic system(s), including brief descriptions of the main components (at a minimum: modules, inverters, mounting, and data acquisition systems).

b) *Design:*

- Include Preliminary Drawings (One-Line) for the proposed solution, that include at a minimum,
 - System size (in kW DC and kW AC).
 - Location of modules.
 - Any other site-specific information that will aid in overall evaluation.

c) *Interconnection:*

- Describe Respondent's approach to interconnecting the system(s) to the NYSEG distribution system. Respondent shall be required to complete all requirements of the specific interconnection process according to tariff requirements.

6. Documentation Required in Technical Proposals

The ***Technical Proposal*** must demonstrate that it meets the minimum qualifications and requirements of this RFP by including the following documents:

- a) Letter of transmittal, signed by an individual authorized to bind the Respondent contractually, certifying that the Respondent will, if selected to negotiate the contract with the Town, be prepared to promptly and actively participate in such negotiations.
- b) Documentation evidencing that the Respondent is responsible, demonstrably possessing the skill, ability, and integrity necessary to faithfully perform the work required by a particular contract.
- c) Certification of Examination signed and submitted on the form attached to this RFP as

Attachment A-1.

- d) Certification of financial interest disclosure and of non-collusion signed and submitted on the form attached to this RFP as *Attachment A-2*.
- e) Certification Regarding Debarment signed and submitted on the form attached to this RFP as *Attachment A-5*.
- f) Certificate of Authority – Must only be submitted if the Respondent's transmittal letter and Certification is not signed by the President or Owner of the company using the form attached to this RFP as *Attachment A-6*.
- g) Certification that the Respondent, if ultimately awarded a contract, will guarantee completion of all work required within due dates or the time periods needed.

C. PRICE PROPOSAL REQUIREMENTS

The **Price Proposal** must demonstrate that it meets the minimum qualifications and requirements of this RFP by including the following documents:

- a) Letter of transmittal, signed by an individual authorized to bind the Respondent contractually, certifying that the Respondent will, if selected to negotiate the contract with the Town, be prepared to promptly and actively participate in such negotiations.
- b) The Prices and information per submitted on the form attached to this RFP as *Attachment B*.

D. EVALUATION CRITERIA

The Town will utilize an evaluation system to rank the qualified Respondents and if necessary, obtain a neutral party expert to help evaluate and identify a short-list of the most qualified Respondents. It is the responsibility of each Respondent to provide information, evidence, or exhibits that clearly demonstrate the Respondent's ability to satisfactorily respond to project requirements and the factors listed on the qualifications forms.

The evaluation process may include verification of references, confirmation of financial information, and examination of other information, as the Town deems appropriate. The Town expects to conduct initial interviews and any such additional interviews or discovery, as it may deem necessary to evaluate the Respondents. The Town may require public presentations by Respondents. The Town reserves the right to request or obtain additional information about any and all responses. Any additional information or documentation provided, subsequent to the submittal of the proposal, shall be supplemental information and considered during the evaluation of the proposals.

At a minimum, Respondents shall meet the following requirements:

1. Minimum Criteria Information

Each of the items listed on the following table shall be marked (Y) if supplied and (N)

if not supplied. Proposals that do not contain all items enumerated in Minimum Required Items as set forth below, may be disqualified prior to further qualification review at the discretion of the Town:

- a) Proposal Completeness and Adherence to Form.
- b) Form of legal entity and year entity was established.
- c) List any other legal names of the firm, including but not limited to the names of any affiliates, subsidiaries, or special purpose entities of the firm, and formation date of such affiliates, subsidiaries, or special purpose entities.
- d) Describe any changes in ownership status over the past five (5) years.
- e) List ultimate parent company, if applicable.
- f) Federal Tax Identification
- g) Financial Statements – Please submit a detailed financial report for the Respondent, prepared in accordance with generally accepted accounting principles (GAAP), reflecting the current (as of the most recent financial statement date) financial condition of the firm. Such report must include a balance sheet, income statement, and statement of cash flows, along with applicable footnotes, dated concurrently for at least each of the last preceding 3 years, ending on the most recent fiscal quarter such statements were prepared. Public entities or subsidiaries should attach SEC Form 10-K along with, as applicable, detailed unaudited statements for the submitting firm. Non-public firms may attach either unaudited financial statements or copies of tax forms and schedules that are filed with the Internal Revenue Service where applicable. To the extent this information is considered sensitive, competitive, or confidential, Respondent must provide such information in a separate sealed envelope and clearly identify such information as sensitive, competitive, or confidential.
- h) Lawsuits and Disputes – Discuss whether your firm (including any affiliates, subsidiaries, or special purpose entities) has ever been involved in a lawsuit or dispute regarding a contract. If so, please provide all such incidents and describe the circumstances and outcomes of such lawsuit(s) or litigation. Further, please discuss whether your firm has been barred from providing performance-based energy services or other services in any states.
- i) Debarment Statement.

Criteria	Supplied
Minimum Requirements	Y/N
Proposal Completeness and Adherence to Format	Y/N
Form of Legal Entity	Y/N
Other Entity Names	Y/N
Changes in Ownership	Y/N
Parent Company (if applicable)	Y/N
Federal Tax ID	Y/N
Financial Statements	Y/N
Lawsuits and Disputes	Y/N
Debarment Statement	Y/N

2. General Requirements and Evaluation Criteria – Technical Proposal

Proposals that meet the above Minimum Requirements will be evaluated against the Technical Proposal criteria categories listed below and graded on a scale of unacceptable to highly advantageous.

The information provided in the technical and price proposals combined with the information provided from references will form the basis of the Town's evaluation. Please note that Technical criteria will be weighted with Pricing offers to determine the overall score. The responses will be ranked using the following criteria:

- | | |
|-------------------------|--|
| i. Unacceptable: | Criteria was not addressed |
| ii. Not Advantageous: | Criteria was addressed minimally |
| iii. Acceptable | Criteria was addressed adequately |
| iv. Advantageous: | Criteria was addressed well |
| v. Highly Advantageous: | Criteria was addressed in a Superior fashion |

a) Respondent Qualifications and Experience

- *Experience* - Specialized experience is required in a series of work areas. Proposals will be evaluated on how well the Respondent demonstrates full knowledge, understanding, and experience in the methods, techniques, and guidelines required for the performance of the required work. The Town requires at least 20MW of Solar Project development on landfill experience.
- *Ownership of Landfill PV arrays* – Provide proof that the Respondent currently owns and operates over 80% of their built Landfill PV assets
- *Financial Capability* - The demonstrated ability of the proposer to obtain financing to ensure the timely completion of the project.
- *Capacity to Perform Work* - The proposal will be evaluated on how well the Respondent demonstrates, by reference projects, the Respondent's capacity and capability to perform the work as presented in the indicative project schedule provided in this RFP. Describe in detail the respondents in house capabilities to the develop and install the project.

- *Personnel Qualifications and Availability* - Proposals will be evaluated on the level of expertise provided in response to this RFP.
 - *Energy and Environmental Policy and Regulation Experience* - The Respondent will be evaluated on how well they can demonstrate comprehensive knowledge and experience of relevant energy and environmental laws and regulations and experience with implementation of programs related to various state laws and regulations will facilitate the appropriate and efficient planning, structuring, financing, and implementation of the Project.
- b) *Performance Record of Respondent and its affiliates, subsidiaries, or partners* - Proposal must, at a minimum, provide information on solar projects and experience requested in this RFP and related reference information. Respondents will be evaluated on the record of experience provided and their demonstrated understanding of environmental conditions and requirements at capped landfills.
- c) *Location Understanding*
- *Relevant Specific Knowledge/Experience* - Landfill closure, permitting, and redevelopment experience. Given that the Primary Location is a municipal landfill site, the Respondent or its affiliates, subsidiaries, or partners must clearly demonstrate experience in permitting and redevelopment with respect to environmentally complex sites, including landfills.
 - *Local Knowledge/Experience* - The Respondent or its affiliates, subsidiaries, or partners must demonstrate knowledge of local regulations, siting, permitting, connectivity, and other issues as evidenced by prior work experience in New York and nearby states.
- d) *Overall System Plan and Optimization of Site* - The Proposal shall show how the system will be located on the Site, describe how site constraints will be addressed, and describe how to maximize power production while minimizing costs to optimize system performance as requested.
- e) *Maintenance Plan* – The Town will evaluate the Respondent’s maintenance and emergency response plans to determine the Respondent’s ability to perform the electrical, solar, site, maintenance, and restoration activities, as listed in the contract requirements.
- f) *Financing Plan* - The Town will evaluate the Respondent’s financing plan and financial ability to execute the project in order to determine the capability of the Respondent to obtain the financing to complete the Project in a timely manner. Respondents shall provide evidence that the firm or its affiliates, subsidiaries, or partners has the ability to secure financing for the total installed cost of the System proposed in response to this RFP. This should be in the form of a commitment letter from the anticipated funding source.

3. General Requirements and Evaluation Criteria - Price Proposal

The Respondent's Price Proposal must include all of the information required in the price proposal form as articulated in this RFP. Each Price Proposal will be evaluated to determine the best overall economic benefit to the Town based on the following criteria:

Best Price Criteria: The "best" response price will be determined by the highest total lease payments to the Town over the 20 year period of the Agreement.

E. AWARD AND CONTRACT EXECUTION

After a composite rating has been assigned for each Technical Proposal on the basis of the evaluation defined in this RFP, the Town shall then review the Price Proposals and determine the most advantageous proposal, taking into consideration the Technical Proposal ratings and the price.

Based upon the results of the evaluation of the Proposals and interview process, the top ranked Respondent(s), based on the Technical and Price Proposals, will be contacted for negotiation of a Lease Agreement(s) (hereinafter referred to as "Agreements"). All Respondents will be notified in writing of the decision of the Town. The successful Respondent will execute Agreements in the form attached hereto in *Attachment B*.

All Respondents shall review the Agreements and confer with legal counsel prior to submitting a proposal in response to this RFP. Any changes, objections, exceptions, or comments to Draft Leases Agreement must be specifically noted in the proposal submission, or they will not be considered during negotiations. The Town reserves the right to reject any requested changes identified by the Respondents if not previously agreed upon during the proposal review and interview process.

If the Town and the most qualified Respondent are unable, within 60 days following the Town's notice of commencement of negotiations with a Respondent (or such longer period of time as the Town may deem appropriate), to negotiate satisfactory Agreements with that Respondent at a price the Town determines to be fair, competitive, and reasonable, the Town shall negotiate with the next highly rated Respondent. The Town reserves the right to waive any and all informalities and to award the proposal on the basis of the above procedures to the Respondent it deems most qualified or discard all bids.

CONTRACT INFORMATION:

- A. The Town does not disclose proposal results verbally over the telephone. If you did not attend the proposal opening and want the proposal results, you can request them in writing via e-mail, fax or letter to the Special Districts Office.
- B. The successful Contractor shall be required to execute a standard Town Services Agreement, within ten (10) days after the award of the contract, which reflects the terms of these specifications, and the Town of Southeast's Local Law No. 3 requiring companies doing business with the Town to certify compliance with Federal law in respect to lawful hiring of employees. No proposal shall be considered binding upon the Town of Southeast until the execution of the contract.
- C. Failure upon the part of the Contractor to whom the contract is awarded to execute the Contract in the manner required and to furnish the required bond properly executed within ten (10) days after the award of the contract shall be just cause for the annulment of the award.
- D. The successful Contractor is required to complete a standard Town Services Agreement and a Contractor's Affidavit with regard to the Town of Southeast's Local Law No. 3, requiring companies doing business with the Town to certify compliance with Federal law with respect to lawful hiring of employees. These documents are included with the Proposal documents for review by the Contractor.
- E. This proposal document along with, all forms, documents and information provided by the Contractor in their proposal, will become an intricate part of the contract, for the company that is awarded the proposal.
- F. The Town reserves the unqualified right, in its sole and absolute discretion, to undertake discussions and modifications with one (1) or more Contract Service Company and to proceed with that proposal or modified proposal, if any, which in its judgment will under all circumstances service the residents of the Special District and to waive defects in any proposal. No rights accrue to any Contractor unless and until its proposal is accepted by the Town Board and the contract between the Town and the Contractor is executed in accordance with the procedure set forth in this proposal document.

VIII. INSURANCE REQUIREMENTS WITH PROPOSAL SUBMISSION:

- A. Certificate of Insurance for all required insurance policies must be delivered to the Town prior to performance of Work under the Contract. The Contractor shall maintain during the life of the Contract insurance policies during the life of the contract
- B. The Contractor must provide Certificate of Insurance to meet the minimum requirements outlined in the "Insurance" portion of this document. **Proof of insurance is to be included with your proposal package.**

IX. CONTRACTOR RESPONSIBILITIES:

- A. Contractor must be experienced Construction Contractor.
- B. The Contractor shall provide operating and safety training for appropriate personnel. The Contractor at all times shall use all required and/or necessary precautions for the safety and protection of the public, Town personnel, employees, Contract Service Company and private and public property in performing the work under this Contract. The Contractor shall comply fully with all applicable provisions of the following governmental regulations and standards, and/or agencies, noting that in the case of conflict, the Contractor shall comply with the most stringent rule or regulations including but not limited to:

O.S.H.A. - Occupational Safety and Health Administration
U.S.D.O.L. - United States Department of Labor
U.S.E.P.A. - United States Environmental Protection Agency
U.S.D.O.T. - United States Department of Transportation
C.D.C. - Center for Disease Control
N.Y.S.D.E.C. - New York State Department of Environmental Conservation
N.Y.S. Environmental Conservation Law
N.Y.S Department of Motor Vehicles and Traffic Laws
Putnam County Department of Health
N.Y.S. Department of Health

Any and all other laws, rules and/or regulations regarding safety and health applicable to the performance of the Contract Service Company obligations to perform services within this proposal.

It shall be the sole responsibility of the Contractor to ascertain which agencies, laws, rules, regulations and/or standards affect their activities, and the Contractor shall be solely responsible for the reporting requirement, and/or any penalties resulting from its failure to comply with such applicable rules and regulations.

- C. Employees of the Contractor shall wear clean uniforms bearing the Contractor's Company name.
- D. Employees of the Contractor shall always carry a valid proof of photo identification.
- E. Contractor driver, shall at all times, carry a valid driver's license for the type of vehicle being driven.
- F. The Contractor must be duly licensed and permitted by the State of New York, County of Putnam, and Town of Southeast as needed to perform contractor services. Copies of all licenses and/or permits are to be submitted with your proposal package.
- G. Contractor agrees to repair or pay for any damages to private, public or municipal property cause by the performance of the Contract.
- H. Contractor shall have or create and maintain an email address to which the Town can communicate with the Contractor.
- I. With respect to all work performed under this contract, the Contractor shall:
- Comply with the safety standards provisions of Federal, State and Local applicable laws, building and construction codes.

- Exercise every precaution at all times for the prevention of accidents and the protection of persons (including anyone in the area whether they are part of the work project or not) and property.
 - It is understood that the Contractor is responsible to have all required equipment to perform all duties of the scoped work. Any tool purchases, rentals or damages to any owned, rented or used equipment needs are the responsibility of the Contractor.
 - Contractor will provide all experienced labor who are qualified in the specific proposal item, trade and/or skill-set necessity. Proposals must include a list of craftsmen along with a short bio on their experience and skill sets.
 - Any omission of details to minor work required to perform the scope of work does not relieve the Contractor of the responsibility and obligation to perform such duties to complete the work outlined and meet the Town of Southeast Building Codes. *(e.g. – framing for foundations that are outlined is not mentioned in scope, but it is understood that the framing is required in order to pour the concrete foundations. Another example is that it is understood that rebar and wire mesh is required to meet code and must be used in foundation and concrete slab work.)*
- J. The Contractor is required to obtain any and all applicable permits required by the State, County and Town at their expense. Town Fees will be waived. Copies of all applications must be provided to the Town at the time they are submitted to any authority. Copies of all permits received are also to be submitted to the Facility Manager before work begins.
- K. The Contractor will be responsible for removal of all debris from the site throughout the period of work and at the conclusion of the project without any additional reimbursement for the expenses to comply.
- L. The Contractor is responsible for performing the work during the weekly work period. The work must be performed at normal work day times (7am – 5pm) that will not create a conflict with the residents' quality of life. The weekly work period will run from Monday through Friday (work shall not be performed on Sundays or holidays). Note: Extreme conditions will be taken into consideration for amendments to Saturday scheduling.
- M. Contractor must provide all labor and tools required to complete the work contracted to complete.
- N. A minimum of one person working on site of the project must have proof of: OSHA - 10 Hour General Industry Safety and Health Course. It's recommended that all persons with the company provide proof to ensure coverage for any staff changes.
- O. Contract Service Company are welcome to provide documentation that outlines additional services that they recommend to improve the overall benefit to the Town and the Residents. It is not a proposal requirement and the Town is not obligated to accept.
- P. Copies of all required insurance policies must be delivered to the Town with their proposal submission and any renewed policies must be proven to the satisfactory of the Town during the performance of work under the Contract. The Contractor shall maintain during the life of the Contract insurance policies as indicated in the Service Specifications.
- Q. Contractor must work in coordination with other trades, the Town and the tenant. Any schedule conflict resolutions will be determined by the Town.

- R. Contractor(s) are required to understand all the proposal components for coordination of any work awarded and how it impacts and gets impacted by other portions of this proposal.
- S. There shall be no assignment or subcontracting of the contract nor of any part thereof, nor of any interest therein, unless consented to in writing by the Town, which consent may be withheld by the Town for any reason or for no reason at all.
- T. Contractor is liable for any damage to the facility including landscaping, structure, fencing, concrete decking, general facilities and driveway surface. Repair will be required to same or better condition. In the event repair is not completed to satisfactory condition or Contractor refuses to complete any repair, the repair will be completed and submitted to the contractor for reimbursement with notice to the Surety Company- the Performance Bond.
- U. A list of references, with a minimum of three (3), for comparable service is required. (Site visit may occur)

X. CONTRACTOR DETERMINATION; BACKGROUND QUESTIONNAIRE:

- A. Contract Service Company will be obligated to submit completed Vendor Background Questionnaires with this proposal as set forth in this Paragraph. Contract Service Company who have submitted Vendor Background Questionnaires within the last 12-months may attach a copy.
- B. In addition, prior to the award of a contract, the Town will conduct such investigations as the Town deems necessary to determine the responsibility of any Contractor and/or to determine the ability of any Contractor to perform the work. All apparent low Contract Service Company are subject at the time of proposal to a financial analysis.

The Town may require the Contractor to submit one or more of the following:

- a) Further detail breakdown of its proposal amounts in a format and level of details acceptable to the Town.
- b) The names and resumes of key personnel (down to level of superintendent) the Contractor intends to assign to the work if awarded a contract.
- c) The portions of the work that the contractor intends to subcontract by trade and the estimated dollar amount of each.
- d) A list of contracts, award dates, award amounts, and Owner contact persons for projects the Contractor has recently been awarded or is currently working on.

The Contractor shall furnish the above information within three (3) business days of its receipt of the Town's written request.

- C. The Town reserves the right to reject any proposal if the information requested by the Town is not submitted as required or if the information submitted fails to satisfy the Town that the Contractor is responsible, or is able or qualified to carry out the obligations of the Contract, or to complete the work as contemplated.

XI. PROJECT SUPERVISION / MEETINGS

- A. The Contractor shall have a project manager that will oversee the project from start to finish.
- B. The Project Manager will meet on site daily or as needed to oversee the project work.
- C. The Project Manager will be available to meet with the Town Special Districts Administrator periodically to review the project together and discuss any parts of the work, including status, conditions and potential changes.
- D. The Town shall have access to the work and site at any time.
- E. The Project Manager may be the Contractor/Company Owner who is hands-on to the project.

XII. CONTRACT EXTENSION:

- A. The Town may grant a contract extension if the Contractor submits, in writing, a request, with detailed reasoning, no later than 180 days before the specific dates for their contract maturity date. The Town is not obligated to accept the request, unless the Town agrees with the circumstances.

End of Term

At the end of the Term, the selected Respondent will retain ownership of the System and be required to remove the System. The Agreements will include a requirement for securing a financial decommissioning assurance instrument to ensure that the System is removed and the property is repaired of any disturbance according to approved standards. Or the Respondent can negotiate a lease extension at a minimum of 6 months in advance of expiration of the current lease.

XIII. PAYMENTS:

- A. The Town of Southeast is a tax-exempt entity.

XIV. BONDS:

A. 50% Proposal Security Bond.

☐ Each Proposal shall be accompanied by a statement addressed to the Town of Southeast from a Surety Company duly authorized to do business in New York and satisfactory to the Town Attorney in a form as annexed hereto, to the effect that said Surety Company will furnish a performance bond for the Contractor, if awarded the contract. Instead of the statement from a Surety Company, the proposal may be accompanied by a statement from a Bank duly authorized to do business in New York and satisfactory to the Town Attorney to the effect that said Bank will furnish an irrevocable Letter of Credit for the Contractor OR CERTIFIED CHECK, for the performance bond if awarded the Contract.

☐ No Proposal Security required for this proposal.

B. 100% Performance Security Bond.

☐ The Contract Service Company to whom an award has been made will be required to execute and deliver to the Town Clerk within ten (10) days of the award of the Contract, a Surety Corporation Bond, CERTIFIED CHECK OR LETTER OF CREDIT, that is satisfactory to the Town Attorney and meets the New York Statutory requirements, to secure the faithful performance of the contract, to indemnify and save harmless the Town from all loss, damage, proceedings, claims, suits or actions of any name or description arising out of the performance under this contract, to undertake and pay the entire expense of defending any suit or action arising out of the performance of this Contract, and to secure payment of all claims against the Contractor, including the claims for services performed and materials, supplies or equipment furnished to the Contractor in the prosecution of the work.

☒ No Performance Security required for this proposal.

Decommissioning Assurance

The selected Respondent will be required to provide, security in the form of a an escrow fund, irrevocable letter of credit, surety bond, or third party guaranty sufficient to cover the cost of the removal of the System and restoration of the site(s) at the expiration or earlier termination of the Agreements. Such security shall be in a form satisfactory to the Town.

C. Acceptable Security.

1. a bond in a form satisfactory to the Town - Note: AIA bond forms are NOT Acceptable.

2. a bank certified check or money order.

D. Attorneys in fact who sign said bonds on behalf of a surety must affix to each bond a certified copy of their power of appointment, indicating the effective period.

E. All bonds must be submitted on the exact form provided in the proposal and contract documents.

XV. REJECTION OF PROPOSALS:

- A. The Town Board reserves the right, in its sole discretion, to reject any or all proposals, to accept any single item when proposals for multiple items are submitted, to award multiple contracts to multiple Contract Service Company in the event that different portions of the contract are awarded to different Contract Service Company, to waive any irregularities or informalities in the proposal, and to accept the proposal(s) which are deemed to be in the best interest of the Town of Southeast.

XVI. AWARD OF CONTRACT:

- A. The contract shall be awarded to the responsive and responsible contractor(s) whose design build meets expectations along with fully completed proposal documentation as outlined within and have been filed in accordance of this notice, provided that the Town Board reserves the right to reject all proposals and re-advertise, if in the judgment and sole discretion of said Board, it shall be in the best interests of the Town to do so.
- B. No proposal may be withdrawn within ninety (90) days of the proposal opening date.
- C. Upon acceptance of the proposal, if the successful contractor(s) fails to enter into a contract pursuant to the requirements of said Town Board or fails to give further security, insurance and/or required permits prescribed in this notice from the time limited herein, then the contract will be forfeited by the contractor and withdrawn by the Town.
- D. Failure to complete or provide any of the specific detailed information and/or not have any required permits, licenses or other provision within this proposal package will disqualify the Contractor immediately without further review of their proposal.

XVII. TIE PROPOSALS:

- A. When two or more low responsible Contract Service Company are identical in price, the Town will break the tie by giving priority to the design which best meets the desire of the Town and are first a Town of Southeast contractor; second a County of Putnam, New York contractor and third a State of New York contractor. If after such preferences are given and a tie still remains, the award will be made by a drawing by lot. The Contract Service Company involved shall be invited to attend the drawing.

SCOPE OF WORK

1. Solar PV System

The Town is interested in leasing all or a portion of the Site(s) described in the RFP for a period of time not to exceed twenty (20) years. The selected Respondent will own the System and will be responsible for the design, engineering, permitting, installation, testing, operation, maintenance, repair, vegetation management, and decommissioning of the System, including, without limitation, procurement of the solar photovoltaic equipment and related services.

The successful Respondent will be solely responsible for performing (and for paying all of the costs associated with) permitting, designing, owning, insuring, commissioning, interconnection, metering, operating, maintaining, monitoring, and reporting the system, and for providing security for the system at all times. On termination of the lease, the successful Respondent will remove all panels, racks, concrete blocks, and exposed conduits, and return the portion of the property on which the System was installed to its original conditions. (photos to be taken prior to construction)

The successful Respondent shall be responsible for all project costs including, but not limited to: the furnishing of all materials, services, labor, performance and payment bonds; insurance; and other costs incurred in the preparation of this response and the performance of the contract, signed by an individual authorized to bind the Respondents contractually.

The successful Respondent shall be responsible for providing training to Town officials with regard to the operation and emergency response for the facility prior to operation. The respondent shall be responsible for additional training at the site to understand any new systems as technology or equipment is changed or updated, or if requested by the Town due to change in relevant Town officials and Town Departments.

The successful Respondent shall provide access to the facility energy monitoring system to the Town. The selected Respondent shall create an internet link on the Town's web site that will provide the energy monitoring system data for live, real-time viewing by Town officials and the public at any time. The developer shall maintain the energy monitoring interface with the website at all times.

The successful Respondent will be responsible for payment of all taxes, including, without limitation, real and personal property taxes arising from the lease of Town land and the solar energy system(s). Proposers are advised that under New York General Law, there is no exemption for real and/or personal property taxes for renewable generation assets that supply power to the grid like the System contemplated in this RFP. The Town will consider a structured tax agreement, such as a payment in lieu of taxes, as a compliance option of the real and property tax obligation. Any such structured tax agreement shall conform to requirements set forth by the New York State Department of Tax and Finance. The Town will evaluate the proposals in accordance with the criteria stated in this RFP to determine the best value to the Town.

The successful Respondent will be required to document, prior to execution of any Lease, the suitability of a System at the Site, including but not limited to environmental/code compliance and permitting for the System.

2. Site Work, Restoration, and Maintenance Requirements

The successful Respondent shall be responsible for the design, permitting, construction, and maintenance of all site work, drainage, erosion controls, and landscaping associated with the PV array system and lease area, including but not limited to the requirements outlined below.

The successful Respondent shall be responsible for periodic removal of litter and debris within the lease area.

The successful Respondent shall be responsible for performing vegetation management within the lease area and within landfill sloped perimeter.

The successful Respondent shall maintain the landfill cap to ensure there is no erosion of slopes or ponding of any stormwater. The Respondent shall be required to repair the landfill cap to mitigate ponding or erosion within 30 days of observation or notification from the Town. Repair shall be made without excavating the landfill cap. All repairs shall be inspected and approved by the Town or their designated representative.

The successful Respondent shall maintain all drainage trenches, drainage ways, and drainage flow paths within the project area and all areas where mowing and slope maintenance are required. The Respondent shall be responsible for drainage discharging from the project area and drainage flowing from Town-operated areas onto the project area.

The successful Respondent shall be the responsible for the installation and maintenance of site specific safety and security requirements, including but not limited to transfer station screening and warning signage, or other measures as are required to comply with all necessary permits and approvals.

The successful Respondent shall also be responsible to install a six foot (6') high security fence around the entire perimeter of the property.

3. Site Access Road

The 85 Lower Mine Road property entrance drive may be utilized by the successful Respondent for the array access, but permanent or construction vehicles shall not restrict the Town's use of the property.

A. PROJECT SITE AND EXISTING SITE CONDITIONS

1. Site Conditions

Before submitting a proposal, each Respondent will be responsible for obtaining such additional studies and data concerning conditions (surface, subsurface, and underground facilities) at the Site or otherwise, which may affect the Respondent's ability to promptly negotiate the contract if selected, or which the Respondent otherwise reasonably deems necessary to develop a proposal to undertake the Project in accordance with the terms and conditions of this RFP.

2. Town Support

To facilitate the development of the Solar Energy System, the Town will make best efforts to support the selected Respondent as follows:

- a) Provide reasonable access to the Site to obtain data (whether required or reasonably requested by the Respondent);
- b) Grant the selected Respondent sufficient access and occupancy rights to allow the selected Respondent to undertake the Solar Energy System at the Site with the constraints noted in this RFP;
- c) Provide access for the installation, maintenance, ongoing operation, and eventual decommissioning of the System; and

Schedule weekly construction meetings to be attended by the successful Respondent and his/her general contractor and all subcontractors' foremen/supervisors working on any particular week.

INSURANCE REQUIREMENTS FOR CONTRACT

The Contractor shall procure and maintain, at his/her expense, policies of insurance issued by a company or companies satisfactory to the Town, as follows:

a) Workman's Compensation and/or Employer's Liability unlimited, except that, if the State Laws require that this liability shall be insured in a State Fund or other specified agency, the Contractor shall comply with the law.

b) Contractor's Public Liability:

Limits:

\$2,000,000.00 per person, Bodily Injury Liability

\$2,000,000.00 per occurrence, Property Damage Liability

\$4,000,000.00 Annual aggregate

And the following coverage:

- Products and Completed Operations
- Independent Contract Service Company
- Explosion, Collapse and underground losses (x, c, v)
- Broad form Property Damage Liability (including completed operations)
- Personal Injury, including hazards a, b, and c.

c) Contractor's Contingent Liability Insurance whenever any work is sublet by the Contractor to independent sub-Contract Service Company:

Limits:

\$2,000,000.00 per occurrence, Bodily Injury Liability

\$2,000,000.00 per occurrence, Property Damage Liability

d) Commercial Automobile Liability:

\$2,000,000.00 combined single limit

e) Excess/Umbrella: \$4,000,000.00

Before beginning the Work covered by these specifications, the Contractor shall submit to the Town satisfactory evidence that the policies of insurance described in this article have been procured. The Town shall be named as an Additional Insured on all of the aforesaid Insurance Policies and the policy shall require that the Town be notified not less than thirty (30) days prior to the modification, cancellation, termination or non-renewal of any policy of insurance. Insurance policies must be underwritten by insurance carriers having an A- credit rating or better as rated by Standard & Poor's.

e) The Contractor shall protect, defend, indemnify, defend, save and hold the Town, its employees, officers and the Town Board harmless from and against all suits, liability suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorneys' fees, professional fees, losses, penalties, judgments, charges and other expenses or liabilities of every kind and character, whether just or unjust, arising out of, resulting from or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action or every kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof and/or work done in performance of this Contract, resulting from or relating to injury to persons, damage to property, death, or any actual or alleged violation of any statute, ordinance, administrative order, law, rule or regulation, whether such be the result of the alleged active or passive negligence or culpable conduct of

the Town or Contractor, its or their officers, agents, servants or employees or any other person. The Contractor further agrees to investigate, handle, respond to, provide defense for, defend and indemnify any such claim, etc., at its sole cost and expense and agrees to bear all other costs and expenses related thereto. The Town reserves the right to retain counsel of its choice at its own expense, or in the alternative, approve counsel obtained by the Contractor at Contractor's expense. The Contractor shall, at the time of the execution and delivery of the contract, and before the taking effect of the same in other respects, furnish and deliver to the Town a written bond of indemnity, certified check or letter of credit equal to One Hundred (100%) percent of the total value of the Work contracted for, in a form and substance and with surety thereon satisfactory and acceptable to the Town Attorney, to insure the faithful performance by the Contractor of all the covenants and agreements on the part of the contract contained in the contract.

f) The Contractor, before execution of this contract by the Town, shall file with the Town Attorney for his approval, one copy of each and every insurance policy and bond required by the terms of this contract. Each and every insurance policy required by the terms of this contract shall carry an endorsement, to the effect that the insurance company will give at least thirty (30) days prior written notice to the Town of any modification, cancellation, termination or non-renewal of any such policy or policies.

Certificate of Insurance
Workers Compensation Insurance

Submission check list:

This list includes items that each proposal must have in order to proceed to the review process.

Upon opening/receipt of all proposals, the Town Special Districts Administrator will determine that each proposal has compiled with the Proposal Requirements of the Proposal. If any required specifications and documents are not provided and/or the questionnaire and/or proposal form is not fully completed with adequate details, the proposal will be determined to be incomplete. Incomplete proposals will be determined invalid and will be rejected.

- ☐ Proof of Insurances (Automobile, Liability & Workers Compensation)
- ☐ Copy of All other County/State and Federal Permits to perform these type of services

QUALIFICATION QUESTIONNAIRE.....	<input type="checkbox"/>	34-38 *
PROPOSAL.....	<input type="checkbox"/>	39-45 *
NON-COLLUSIVE BIDDING CERTIFICATE.....	<input type="checkbox"/>	46 *
Any specified documents as required in this proposal document	<input type="checkbox"/>	

Proof of Insurance. ☐

Bid Bond ☐

NOTICE OF AWARD



TO: SAMPLE COPY

PROJECT DESCRIPTION:

The Town has considered the Proposal submitted by you for the above described Work dated.

You are hereby notified that your Proposal has been accepted for the items in the amount of per annum.

[enter details of awarded contract]

You are required by the Information for Contract Service Company to execute the Agreement within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement within ten (10) days from the date of this Notice, said Town will be entitled to consider all your rights arising out of the Town's acceptance of your Proposal as abandoned. The Town will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Town. Dated this day of

TOWN OF SOUTHEAST

By: _____
Tony Hay, Supervisor

ACCEPTANCE OF NOTICE:

Receipt of the above Notice of Award
is hereby acknowledged by:

this the _____ day of _____, 2020

BY: _____

Print Name: _____

Title: _____

NOTICE TO PROCEED



TO:

SAMPLE COPY

Date:

Project: [enter name of project and work awarded]

You are hereby notified to commence work in accordance with the Agreement dated _____, 2020, and you are to complete the Work within the time period established in the Agreement.

[enter details of awarded contract]

TOWN OF SOUTHEAST

By: _____
Tony Hay, Supervisor

ACCEPTANCE OF NOTICE:

Receipt of the above NOTICE TO PROCEED
is hereby acknowledged.

BY: _____

this _____ day of _____, 2020.

BY: _____

Print Name: _____

Title: _____

LOCAL LAW NO. 3 /2008, TOWN OF SOUTHEAST, NEW YORK

**A LOCAL LAW TO REQUIRE COMPANIES DOING BUSINESS
WITH THE TOWN TO CERTIFY COMPLIANCE WITH FEDERAL
LAW WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES**

BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF SOUTHEAST, as follows:

Section 1. Legislative Intent.

This Town Board hereby finds that there has been an ongoing national debate regarding the unfairness and inequities between employers that comply with all federal, State, and local laws and regulations in connection with the hiring of their employees and employers that fail to comply with such laws and regulations.

This Town Board further finds and determines that these inequities provide a financial disadvantage to those employers who comply with all federal, State, and local laws and regulations in connection with the hiring of their employees while, in turn, providing an unfair financial advantage to those employers who do not comply with the law.

This Town Board further finds and determines that, since there has been a lack of enforcement of a twenty (20) year old federal law (Simpson-Mazzoli) that requires businesses to verify that their employees are legally eligible to be employed in the United States, the Town of Southeast has an opportunity to lead by example in an effort to prod the federal government to undertake such enforcement action.

This Town Board also finds and determines that employer non-compliance with federal, State, and local laws and regulations that regulate the hiring of employees results in diminished protections of employees from unfair labor practices and fosters the circumvention of prevailing wage and health insurance coverage requirements.

This Town Board further finds and determines that the Town of Southeast at present has no jurisdiction to enforce Simpson-Mazzoli.

This Town Board also finds and determines that the Town of Southeast has a finite amount of scarce taxpayer resources to expend, which resources shall be spent wisely and prudently.

This Town Board further finds that the Town of Southeast provides contracts, license agreements, leases and other forms of financial assistance to businesses that result in the creation and maintenance of a wide variety of employment opportunities in Southeast, thereby affording the Town the opportunity to utilize its economic and financial leverage to compel local businesses to comply with the federal law requiring businesses to verify that their employees are legally eligible to be employed in the United States.

Therefore, the purpose of this law is to provide a means of assisting the enforcement of the federal law requiring businesses to verify that their employees are legally eligible to be employed in the United States, by providing an enforcement mechanism at the Town level against non-compliant businesses that do business with the Town of Southeast, by

- (i) helping to promote the federal policy of requiring employers to verify the employment status of potential employees;
- (ii) helping to eliminate unfair competitive advantages between businesses;
- (iii) helping to eliminate unfair labor practices and worker exploitation; and
- (iv) helping to assure taxpayers that employers and employees are paying their fair share of taxes by complying with tax laws.

Section 2. Definitions.

As used in this law, the following terms shall have the meaning indicated:

- A.) ALIEN – Any person who is not a citizen or national of the United States.
- B.) AWARDING AGENCY – The Town Board or the subordinate or component entity or person of the Town of Southeast that is responsible for solicitation of proposals or proposals and responsible for the award and administration of contracts, license agreements, leases and other financial compensation agreements.
- C.) COMPENSATION –
 - 1.) Any loan, tax incentive funding, appropriation, payment, subsidy or other form of financial assistance which is realized by or provided to a covered employer, or the owners thereof, by or through the authority or approval of the Town of Southeast including, but not limited to Industrial Development Agency (IDA) loans, and
 - 2.) Any contract, subcontract, license agreement, lease or other financial compensation agreement let to a person with or by the Town of Southeast for the furnishing of services, goods, equipment, supplies, materials, public works, or other property to or for the Town of Southeast.
- D.) CONTRACTOR – A person who contracts to do work for another. This term does not include wholesalers.
- E.) COVERED EMPLOYEE – An individual employed on either a full-time, part-time, temporary or seasonal basis, by a covered employer to perform work on or for the project or matter for which the recipient has received compensation.
- F.) COVERED EMPLOYER – A recipient of, or an applicant for, compensation that is not exempt from this law, and who has at least one (1) Covered Employee working within the Town of Southeast.
- G.) PERSON – One or more of the following or their agents, employees, representatives and legal representatives: individuals, corporations, partnerships, joint ventures, associations, labor organizations, educational institutions, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries and other entities recognized at law by this Town.

- H.) **PROTECTED INDIVIDUAL** – An individual who: a) is a citizen or national of the United States; or b) is an Alien who is lawfully admitted for permanent residence, is granted the status of an Alien lawfully admitted for temporary residence under Title 8 U.S.C. Section 1160(a) or Section 1255a(a)(1), is admitted as a refugee under Title 8 U.S.C. Section 1157, or is granted asylum under Title 8 U.S.C. Section 1158; but does not include: (i) an Alien who fails to apply for naturalization within six months of the date the alien first becomes eligible (by virtue of period of lawful permanent residence) to apply for naturalization or, if later, within six months after the date of the enactment of Title 8 U.S.C. Section 1324b; and (ii) an Alien who has applied on a timely basis, but has not been naturalized as a citizen within 2 years after the date of the application, unless the Alien can establish that the Alien is actively pursuing naturalization.
- I.) **RECIPIENT** – Any person or entity that is a recipient of compensation, as defined in this law, and any contractor or subcontractor of a recipient producing or providing goods, materials, supplies, public works, or services to a recipient that are used by that recipient in the project or matter for which the recipient has received compensation.
- J.) **SEASONAL** – A period of time not to exceed ninety (90) consecutive days at any given time within a six-month period.
- K.) **SUBCONTRACTOR** – A person who takes portions of a contract from a Covered Employer, a Contractor or another Subcontractor. This term does not include wholesalers.
- L.) **TOWN** – The Town of Southeast, any agency, office, position, administration, department, division, bureau, board, commission, corporation, public authority, special district or unit of government, the expenses of which are paid in whole or in part by the Town of Southeast, or over which majority control is exercised by officers of the Town of Southeast or of a Town-affiliated agency or their appointees.
- M.) **WHOLESALE** – A person who buys in comparatively large quantities, and then resells, usually in small quantities, to a middleman or retailer, but never to the ultimate consumer.

Section 3. Requirements.

- A.) 1.) All Covered Employers, and the owners thereof, as the case may be, that are recipients of Compensation from the Town through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the Town or an awarding agency, where such compensation is one hundred percent (100%) funded by the Town, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is annexed hereto as Appendix A, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code (U.S.C.) Section 1324a (Aliens and Nationality) with respect to the hiring of Covered Employees and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the Covered Employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the Town; and shall be made available to the public upon request.

- 2.) All such Covered Employers, and the owners thereof, as the case may be, shall not discriminate against any Covered Employee or applicant for employment with respect to the hiring, or recruitment or referral for a fee, of such Covered Employee or applicant for employment, nor shall such Covered Employers, and the owners thereof, as the case may be, discriminate against any Covered Employee with respect to the discharge of such Covered Employee, because of race, creed, color, national origin, sex, age, gender, disability, sexual orientation, military status, or marital status, or in the case of a protected individual, because of such individual's citizenship status.
 - 3.) All such Covered Employers, and the owners thereof, as the case may be, shall not intimidate, threaten, coerce, or retaliate against any Covered Employee or applicant for employment for the purpose of interfering with any right or privilege secured under Title 8 U.S.C. Section 1324b or because the covered employee or applicant for employment intends to file or has filed a charge or a complaint, testified, assisted, or participated in a manner in an investigation, proceeding, or hearing under Title 8 U.S.C. Section 1324b. A Covered Employee or applicant for employment so intimidated, threatened, coerced, or retaliated against shall be considered to have been discriminated against for purposes of Section 3(A)(2) of this law.
- B.)
- 1.) All Contract Service Company and SubContract Service Company of Covered Employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a Town contract, subcontract, license agreement, lease or other financial compensation agreement issued by the Town or awarding agency, where such compensation is one hundred percent (100%) funded by the Town, shall submit to the Covered Employer a completed sworn affidavit (under penalty of perjury), the form of which is annexed hereto as Appendix A, certifying that they have complied, in good faith, with the requirements of Title 8 U.S.C. Section 1324a with respect to the hiring of Covered Employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the Contractor, Subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the Town; and shall be made available to the public upon request.
 - 2.) All such Contract Service Company and SubContract Service Company of Covered Employers, and the owners thereof, as the case may be, shall not discriminate against any employee or applicant for employment with respect to the hiring, or recruitment or referral for a fee, of such employee or applicant for employment, nor shall such Contract Service Company and SubContract Service Company of Covered Employers, and the owners thereof, as the case may be, discriminate against any employee with respect to the discharge of such employee, because of race, creed, color, national origin, sex, age, gender, disability, sexual orientation, military status, or marital status, or in the case of a protected individual, because of such individual's citizenship status.

- 3.) All such Contract Service Company and SubContract Service Company of Covered Employers, and the owners thereof, as the case may be, shall not intimidate, threaten, coerce, or retaliate against any employee or applicant for employment for the purpose of interfering with any right or privilege secured under Title 8 U.S.C. Section 1324b or because the employee or applicant for employment intends to file or has filed a charge or a complaint, testified, assisted, or participated in a manner in an investigation, proceeding, or hearing under Title 8 U.S.C. Section 1324b. An employee or applicant for employment so intimidated, threatened, coerced, or retaliated against shall be considered to have been discriminated against for purposes of Section 3(B)(2) of this law.
- C.) Covered Employer and owner sworn affidavits shall be submitted to the awarding agency at the following times:
- 1.) upon application made to the Town for any grant, loan, subsidy, tax incentive funding, appropriation, payment, or other form of financial assistance;
 - 2.) upon submission to the Town of any response to a Town proposal, request for proposals (PROPOSAL), request for qualifications (RFQ), request for expressions of interest (RFEI), or similar contract letting process, including but limited to letting for license agreements, leases and other financial compensation agreements;
 - 3.) on January 1st of each year for the duration of the Town contract, subcontract, license agreement, lease or other financial compensation agreement; and
 - 4.) upon renewal and amendment of any Town contract, subcontract, license agreement, lease or other financial compensation agreement.
- D.) Contractor and Subcontractor sworn affidavits shall be submitted by the Covered Employer to the awarding agency at the following times:
- 1.) within one (1) week after the Contractor or Subcontractor is hired by the covered employer to perform the work in connection with the Town contract, subcontract, license agreement, lease or other financial compensation agreement;
 - 2.) in the event of a Town contract, subcontract, license agreement, lease or other financial compensation agreement that is being renewed or amended where a Contractor or Subcontractor was previously hired by a Covered Employer to perform work in connection with such contract, subcontract, license agreement, lease or other financial compensation agreement, upon such renewal or amendment; and
 - 3.) on January 1st of each year for the duration of the Town contract, subcontract, license agreement, lease or other financial compensation agreement, provided that the Contractor or Subcontractor was previously hired by the covered employer to perform work in connection with such contract, subcontract, license agreement, lease or other financial compensation agreement and is continuing to perform such work.

Section 4. Affirmative Defense.

- A.) Any Covered Employer and the owners thereof, as the case may be, that establish that they have complied in good faith with the requirements of Title 8 U.S.C. Section 1324a with respect to the hiring of Covered Employees and with respect to the alien and nationality status of the owners thereof, as the case may be, have established an affirmative defense that such covered employer and the owners thereof, as the case may be, have not violated Section 3(A)(1) of this law with respect to such hiring and alien and nationality status of the owners thereof.
- B.) Any Contractor and Subcontractor of a Covered Employer and the owners thereof, as the case may be, that establish that they have complied in good faith with the requirements of Title 8 U.S.C. Section 1324a with respect to the hiring of Covered Employees and with respect to the alien and nationality status of the owners thereof, as the case may be, have established an affirmative defense that such Contractor and Subcontractor of the Covered Employer and the owners thereof, as the case may be, have not violated Section 3(B)(1) of this law with respect to such hiring and alien and nationality status of the owners thereof.

Section 5. Maintenance of Records.

- A.) All Covered Employers and the owners thereof, as the case may be, shall verify that they have complied with the requirements of Section 3 of this law based upon the categories of records, set forth below, copies of which shall be maintained by the Covered Employer to evidence compliance with this law:
 - (i) United States passport; or
 - (ii) resident alien card or alien registration card; or
 - (iii) (a) driver's license, if it contains a photograph of the individual; and

(b) a social security account number card (other than such a card which specifies on its face that the issuance of the card does not authorize employment in the United States); or
 - (iv) employment authorization documents, such as an H-1B visa, H-2B visa, and L-1 visa, or such other work visa as may be authorized by the United States Government at the time the Town contract is awarded for all covered employees; or
 - (v) birth certificate indicating that person was born in the United States;
- B.) The documents reviewed and relied upon by the Covered Employer, or the owners thereof, as the case may be, must appear on their face to be genuine. Copies of such documents relied upon by the Covered Employer, or the owners thereof, as the case may be, shall be maintained by the Covered Employer for all Covered Employees for the periods set forth below.

C.) Such records shall be maintained by the Covered Employer, or owners thereof, for the following minimum periods of time:

- 1.) one (1) year for a tax incentive;
- 2.) two (2) years for a Town grant, subsidy or other financial assistance;
- 3.) until such time the IDA loan is paid back in full; and
- 4.) six (6) years after the Town contract, subcontract, license agreement, lease or other financial compensation agreement either expires or is terminated.

D.) Authorized Town employees shall be entitled to review such records on a periodic basis as requested by the Town or awarding agency.

E.) The Town shall ensure that employees reviewing such records are briefed by Town counsel in order to ensure that such audits are done in compliance with all applicable law. Procedures should be adopted by the Town to ensure that such audits are not discriminatory and to ensure that sensitive personal information is not released unlawfully.

Section 6. Town contracts; subcontractor contracts.

A.) No grant, loan, subsidy, tax incentive, funding, appropriation, payment, other financial assistance, contract, subcontract, license agreement, lease or other financial compensation agreement shall be awarded to a Covered Employer, or the owners thereof, as the case may be, that does not certify that it has complied with Title 8 U.S.C. Section 1324a and Sections 3 and 5 of this law, with respect to its Covered Employees or with respect to the alien and nationality status of the owners thereof, as the case may be. All Town contracts, subcontracts, license agreements, leases and other financial compensation agreements awarded shall set forth the obligations of the covered employer and owners as enumerated in this law.

B.) All Covered Employers, or the owners thereof, as the case may be, shall inform their Contract Service Company and SubContract Service Company to comply with the provisions of this law for as long as the Covered Employer or owner, as the case may be, is in receipt of compensation. Language indicating the Contractor's and Subcontractor's requirement to comply shall be included in any contract or agreement between a Covered Employer and its Contract Service Company and SubContract Service Company. A copy of such subcontracts or other agreements shall be submitted to the Town and made available to the public upon request.

Section 7. Applicability.

A.) This law shall apply to all actions occurring on or after June 1, 2008, and shall apply to:

- (i) All Town contracts, subcontracts, license agreements, leases and other financial compensation agreements entered into or renewed after the applicability date of this law;
- (ii) Amendments to all Town contracts, subcontracts, license agreements, leases and other financial compensation agreements entered into after the applicability date of this law;
- (iii) All loans, subsidies, tax incentives funding, appropriations, payments, and other financial assistance provided by the Town after the applicability date of this law; and

- (iv) A Covered Employer, or the owners thereof, as the case may be, who is constructing public works for the Town under a loan agreement and pursuant to Town plans and specifications, even though the project may not be 100 per cent County funded due to federal and/or State aid that may be available.

B.) This law shall not apply as follows:

- (i) Section 3(B) of this law shall not apply to the SubContract Service Company of not-for-profit corporations or the SubContract Service Company or the owners thereof, as the case may be, as that term is defined in the NEW YORK NOT-FOR-PROFIT CORPORATION LAW.

Section 8. Enforcement; penalties for offenses.

- A.) Notwithstanding any provision of law to the contrary, any Covered Employer, or the owners thereof, as the case may be, who submits a false, fictitious or fraudulent affidavit to the Town or awarding agency in connection with Sections 3 or 6 of this law shall, upon conviction, be guilty of a Class A misdemeanor, punishable by a fine of not less than \$250.00 nor more than \$2,000.00, or up to six (6) months imprisonment, or both. Each such violation shall constitute a separate and distinct offense.
- B.) Notwithstanding any provision of law to the contrary, any Covered Employer, or the owners thereof, as the case may be, who violates any of the provisions of Sections 3 or 6 of this law, upon a first violation shall be subject to a civil penalty, in an amount not less than \$250.00 nor more than \$1,000.00, for each day such Covered Employee remains employed by the Covered Employer, or for each day the owners thereof shall remain an owner, as the case may be. Any Covered Employer, or the owners thereof, as the case may be, who violates any of the provisions of Sections 3 or 6 of this law as set forth herein within the period of one (1) year immediately subsequent to the first violation, shall result in a second violation, the civil penalty of which shall be in an amount not less than \$1,000.00 nor more than \$2,500.00 for each day such Covered Employee remains employed by the Covered Employer, or for each day the owners thereof shall remain an owner, as the case may be. Each such violation shall constitute a separate and distinct offense.
- C.) Notwithstanding any provision of law to the contrary, any Covered Employer, or the owners thereof, as the case may be, who violates the provisions of Section 5 of this law shall be subject to a civil penalty, in an amount not less than \$250.00 nor more than \$2,000.00.
- D.) Any Covered Employer, or the owners thereof, as the case may be, who violates the provisions of Sections 3, 5, or 6 of this law, more than two (2) times, shall have its contract, subcontract, license agreement, lease or other financial compensation agreement terminated immediately; and, in the case of a Town IDA loan, subsidy or other form of financial assistance, same shall be declared in default for purposes of the Town collecting on the full amount of the loan, subsidy or other form of financial assistance. In addition, such Covered Employers shall be barred from proposaling on future Town contracts and shall be ineligible to receive any future loans, subsidies or other financial assistance from the Town.
- E.) Any determination made hereunder by the Town shall be reviewable pursuant to Article 78 of the Civil Practice Law and Rules.

Section 9. Severability.

If any clause, sentence, paragraph, subdivision, section, or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

Section 10. Effective Date.

This law shall take effect immediately upon filing in the Office of the Secretary of State.

QUALIFICATION QUESTIONNAIRE



NOTICE TO CONTRACT SERVICE COMPANY -

IF MORE SPACE IS NEEDED, ATTACH ADDITIONAL PAGES TO THIS PROPOSAL.

*Make sure you put company name on **any attachments** and corresponding number(s) that identify what portion of this proposal it is an extension of.*

MUST BE COMPLETED BY ALL CONTRACT SERVICE COMPANY

1. Name of Business: _____

EIN / SSN _____

DBA Name(s) (if any) _____

a) Business address: _____

b) Post Office address: _____
(if different from physical address)

c) Telephone number: _____

d) Fax number: _____

e) Name of Owner _____

E-mail Address: _____
(Owner)

f) Name Project Manager _____

E-mail Address: _____
(Project Manager Contact)

2. Does the business no, or has it in the past 10 years, used an EIN, SSN, Name, Trade Name or abbreviation other than those given in the above question? ☐ Yes ☐ No

If Yes, please provide details and explain:

☐ a) Individual - Name and Address

☐ c) Corporation - Name and Address and Title of all officers, directors and stockholders owning directly or indirectly 10% or more of the stock. (attach additional sheet if necessary)

☐ d) Other:

b) If individual or partnership, date and place of filing certificate

Date _____ State _____ County _____ Town _____

Date _____ State _____ County _____ Town _____

Street Number _____ Street Name _____ City/Town _____ State _____ Zip Code _____

☐ Own
☐ Rent

From _____ to _____

If rented, Name, Address and Telephone of Landlord

☐ Own
☐ Rent

From _____ to _____

If rented, Name, Address and Telephone of Landlord _____

☐ Own
☐ Rent

From _____ to _____

If rented, Name, Address and Telephone of Landlord

6. Has this business been certified by a government entity (SBA, NYS, Etc.) as a Minority Business, Woman-Owned Business, Disadvantaged Business or Small Business Enterprise?

☐ YES ☐ NO

If Yes, please explain, _____

a. Will you use one of these Enterprises as a subcontractor on this proposal / contract?

☐ YES ☐ NO

If Yes, please explain, _____

7. a) How many full time employees does the business regularly employ?

(1) Office personnel - _____

(4) Supervisors - _____

(2) Craftsman - _____

(5) Other - _____

(3) Laborer - _____

(Please Describe) _____

b) How many part-time / seasonal employees indicating weekly hours?

(1) Office personnel - _____

(4) Supervisors - _____

(2) Craftsman - _____

(5) Other - _____

(3) Laborer - _____

(Please Describe) _____

(provide attachment if needed to provide all information)

8. List two(2) municipality customer references: giving company name, contact name, title (if applicable), address, telephone number and e-mail addresses.

a) _____

b) _____

10. The Contractor is required to disclose any services, subsidies or additional payments that they may be receiving from any political campaigns, Town officials or outside person(s)/entities to perform any services to the Town or said individuals that may be of conflict to obligations of the contract.

9. Has any persons listed within the questionnaire, now or have been in the past, elected or appointed officials of officers or employees of the Town of Southeast?

Yes _____ No _____

If yes, please explain in details _____

Sub Contractor(s):

A) Name of Business: _____

EIN / SSN _____

Type of Business ☐ General Contractor ☐ Electrician ☐ Plumber ☐ Other _____

DBA Name(s) (if any) _____

a) Business address: _____

b) Post Office address: _____
(if different from physical address) _____

c) Telephone number: _____ d) Fax number: _____

e) Name of Owner _____

E-mail Address: _____
(Owner)

B) Name of Business: _____

EIN / SSN _____

Type of Business ☐ General Contractor ☐ Electrician ☐ Plumber ☐ Other _____

DBA Name(s) (if any) _____

a) Business address: _____

b) Post Office address: _____
(if different from physical address) _____

c) Telephone number: _____ d) Fax number: _____

e) Name of Owner _____

E-mail Address: _____
(Owner)

C) Name of Business: _____

EIN / SSN _____

Type of Business ☐ General Contractor ☐ Electrician ☐ Plumber ☐ Other _____

DBA Name(s) (if any) _____

a) Business address: _____

b) Post Office address: _____
(if different from physical address)

c) Telephone number: _____ **d) Fax number:** _____

e) Name of Owner _____

E-mail Address: _____
(Owner)

D) Name of Business: _____

EIN / SSN _____

Type of Business ☐ General Contractor ☐ Electrician ☐ Plumber ☐ Other _____

DBA Name(s) (if any) _____

a) Business address: _____

b) Post Office address: _____
(if different from physical address)

c) Telephone number: _____ **d) Fax number:** _____

e) Name of Owner _____

E-mail Address: _____
(Owner)

**NOTE TO CONTRACT SERVICE COMPANY
DO NOT REMOVE THIS PROPOSAL FROM THE SPECIFICATIONS**



Proposal Acknowledgement

To the TOWN BOARD, TOWN OF SOUTHEAST, NEW YORK, acting for the party of the first part.

Proposal made by _____
as party of the second part

whose business address is _____

State whether contractor is an individual, a
partnership or a corporation _____

If a partnership or corporation, give
the names of all partners or officers _____

If operating under a trade name or as partners, has the required certificate been filed with the County Clerk of Putnam County in accordance applicable laws?

If so, when?

If the answer is NO, a certificate must be filed before execution of contract.

Date: _____, 2019

1. The undersigned, party of the second part, does hereby declare that we have carefully examined the notice to Contract Service Company, the plans and the specifications relating to the above entitled matter and the work and are familiar with the location of the work.

2. The undersigned does hereby declare that we are the only person or persons interested in the said proposal; that it is made without any connection with any person submitting another proposal for the same contract; that the proposal is in all respects fair and without collusion, fraud or mental reservations, that no official of the Town or any person in the employ of said Town is directly or indirectly interested in said proposal or in the supplies of work to which it relates, or in any portion of the profits thereof.

3. The undersigned does hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in above entitled matter in accordance with the plans and specifications relating thereto and to furnish all labor, tools, implements, machinery, equipment, transportation and materials necessary and proper for the said purpose at the prices named below for the various items of work.

4. The undersigned does hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work and the contract therefore, including all claims that may arise through damages or any other cause whatsoever.

5. The undersigned does hereby declare that we shall make no claim on account of any variation of the quantities of work to be done, nor on account of any misunderstanding or misconception of the nature of the work to be done or the grounds or place where it is to be done.

6. The undersigned does hereby agree that we will execute a contract therefore, containing all the terms, conditions, provisions and covenants necessary to complete the work, according to the plans and specification, within 10 days after the award of the contract and notification of the acceptance of this proposal by the party of the first part.

7. The undersigned hereby agrees to comply with the provisions of the Labor Laws of the State of New York so far as they are applicable to the work. We agree to adhere to the provisions relating to the eight (8) hour day and five (5) day week, the payment of minimum rate of wage for labor and the prevailing wage laws, as amended, in relation to payment of wages on all public work. We agree to employ citizens of the United States of America and will give preference to local citizens as far as practical.

8. The undersigned hereby agrees that we will at our own expense, insure all persons employed by us in prosecuting the work thereunder against accident, as provided by the Workers' Compensation Law of the State of New York.

9. The undersigned does hereby declare and agree that we will accept the following itemized proposal sum proposal for all stated items of work.

NOTE: THE AMOUNT OF THE PROPOSAL SHALL BE THE ANNUAL TWELVE (12) MONTH CHARGE FOR EACH PROPOSAL, IT BEING UNDERSTOOD THAT THE CONTRACT SHALL BE FOR THREE (3) YEARS. A CONTRACTOR MAY PROPOSAL UPON ONE, ANY COMBINATION, OR ALL SIXTEEN OF THE FOLLOWING PROPOSALS. THE TOWN MAY ACCEPT A PROPOSAL ON ANY ONE PROPOSAL OR ANY COMBINATION OF THE PROPOSAL OPTIONS FROM ONE OR MORE CONTRACT SERVICE COMPANY. THE PROPOSAL PRICE SHALL NOT INCLUDE ANY EXCISE OR SALES TAXES FROM WHICH THE TOWN IS EXEMPT.

SOLAR PHOTOVOLTAIC PROJECT LAND LEASE
TOWN OF SOUTHEAST, NEW YORK



Proposal Sheet

Company Contact Information
(please print all lines below legibly)

THIS COMPLETED DOCUMENT MUST BE PLACED IN THE PRICE PROPOSAL ENVELOPE.

The following prices shall include all costs, use of equipment, labor, all indirect and direct expenses associated with the construction and operation of a photovoltaic solar power generation facility as detailed in the attached RFP.

Company Name: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Owner Name: _____

Owners E-mail Address: _____

Submitted by: _____

Title: _____

E-mail Address: _____

Alternate Contact Name: _____

Title _____

Alternate Telephone Number: _____

Alternate's E-mail Address: _____

PLEASE PRINT CLEARLY

PROPOSAL PRICING: Construction, ownership, and operation of a solar photovoltaic power facility on land leased from the Town of Southeast, NY.

Responder _____

Date _____

The bidder hereby agrees to pay the Town the following amounts to lease for the construction and operation of a photovoltaic solar power facility:

Fiscal Year	Start Date	End Date	Lease Payment amount	
			Figures	Words
2021	01/01/2021	12/31/2021	\$ _____	
2022	01/01/2022	12/31/2022	\$ _____	
2023	01/01/2023	12/31/2023	\$ _____	
2024	01/01/2024	12/31/2024	\$ _____	
2025	01/01/2025	12/31/2025	\$ _____	
2026	01/01/2026	12/31/2026	\$ _____	
2027	01/01/2027	12/31/2027	\$ _____	
2028	01/01/2028	12/31/2028	\$ _____	
2029	01/01/2029	12/31/2029	\$ _____	
2030	01/01/2030	12/31/2030	\$ _____	
2031	01/01/2031	12/31/2031	\$ _____	
2032	01/01/2032	12/31/2032	\$ _____	
2033	01/01/2033	12/31/2033	\$ _____	
2034	01/01/2034	12/31/2034	\$ _____	
2035	01/01/2035	12/31/2035	\$ _____	
2036	01/01/2036	12/31/2036	\$ _____	
2037	01/01/2037	12/31/2037	\$ _____	
2038	01/01/2038	12/31/2038	\$ _____	
2039	01/01/2039	12/31/2039	\$ _____	
2040	01/01/2040	12/31/2040	\$ _____	

Total Numeric Amount for Twenty (20) Years: \$ _____

Total Written Amount for Twenty (20) Years: _____



CERTIFICATION OF EXAMINATION FORM

The undersigned has read the Request for Proposals (RFP) and has carefully examined all specifications/evaluation criteria therein. The undersigned certifies that he/she has visited the Site and that there are no known obstacles to prevent the prompt negotiation and execution of an agreement with the Issuers. The undersigned acknowledges that the Town, MA may reject all proposals, or waive portions of the RFP for all proposals, if it deems it in the best interests of the Town and/or the public.

Signature: _____

Name: _____

Title: _____

Respondent Information

Name of Respondent: _____

Address: _____

Name of Primary Contact: _____

Title of Primary Contact: _____

Primary Contact Phone Number: _____

Primary Contact Fax Number: _____

Primary Contact Email Address: _____

Addenda Acknowledgement: _____

PLEASE PRINT CLEARLY

NON-COLLUSIVE PROPOSALDING CERTIFICATE



Made pursuant to Section 103-d of the General
Municipal Law of the State of New York

By submission of this proposal, each contractor and each person signing on behalf of any contractor certified, and, in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury that to the best of knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bill have not been knowingly disclosed by the contractor and will not knowingly be disclosed by the contractor prior to opening, directly or indirectly, to any other contractor or to any competitor;
3. No attempt has been made or will be made by the contractor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of competition.

Verification by Subscription and
Notice under Penal Law Section 210.45

It is a crime, punishable as a Class A Misdemeanor under the laws of the State of New York, for a person, in and by a written instrument, to knowingly make a false statement, or to make a statement which such person does not believe to be true.

Affirmed under penalty of perjury.

By: _____

Title: _____

Sworn to before me this _____
day of _____, 2020

Notary Public



STATE TAXES CERTIFICATION CLAUSE

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes under law.

By: _____
* Signature of individual or Corporate Officer
Corporate Name (Mandatory) (Mandatory, if applicable)

**Social Security # (Voluntary) or Federal Identification #

* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

** Your Social Security Number or Federal Identification Number will be furnished to the New York Department of Tax and Finance to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.



CERTIFICATION REGARDING DEBARMENT

The undersigned certifies, under penalty of perjury, that the said undersigned is not presently debarred from doing public construction work in the State of New York under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Signature

Name of person signing qualifications

Date

Name of Business

PLEASE PRINT CLEARLY



CERTIFICATE OF AUTHORITY

I hereby certify that I am the Clerk/Secretary of _____,
(Insert full name of Corporation)

and that _____
(Insert the name of officer who signed the **contract and bonds**)

is the duly elected _____
(Insert the title of the officer in line 2)

of said corporation, and that on _____,
(The date must be **ON OR BEFORE** the date the officer signed the **contract and bonds**.)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

_____ the _____
(Insert **name** from line 2) (Insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

ATTEST: _____ AFFIX CORPORATE
(Signature of Clerk or Secretary)* SEAL HERE

Name: _____
(Please print or type name in line 6)*

Date: _____
(Insert a date that is **ON OR AFTER** the date the officer signed the **contract and bonds**.)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

This form is required with RFP Proposal submission if the Proposal is signed by a person other than the owner or president of the company.

**PROPOSER MINIMUM REQUIREMENTS
CHECKLIST**

Criteria	Supplied
Minimum Requirements	Y/N
Proposal Completeness and Adherence to Format	Y/N
Form of Legal Entity	Y/N
Other Entity Names	Y/N
Changes in Ownership	Y/N
Parent Company (if applicable)	Y/N
Federal Tax ID	Y/N
Financial Statements	Y/N
Lawsuits and Disputes	Y/N
Debarment Statement	Y/N



CERTIFICATION OF COMPLIANCE WITH FEDERAL IMMIGRATION LAW

The undersigned hereby certifies under the penalties of perjury that the contractor named below is in compliance with the Immigration Reform and Control Act of 1986, as amended, and with all regulations adopted thereunder, with respect to all of its employees who will be performing work under this contract, and further certifies that said contractor does not knowingly employ any person in violation of the United States immigration laws.

The undersigned further certifies that said contractor will require this same form of certification to be executed by any subcontractor who will perform work under this contract and will maintain subcontractor certifications for inspection by the Town if such inspection is requested.

_____, Duly Authorized
Signatory

Print Name:

Title:

Contractor Company Name

Date

NOTE: All certificates must be signed by the individual submitting the bid or proposal.



ATTACHMENT C SCORING SHEET

TOWN OF SOUTHEAST, NEW YORK SOLAR PHOTOVOLTAIC PROJECT LAND LEASE PRICE PROPOSAL SUBMISSION FORMS

		Company	Company	Company	Company
Grading Criteria					
1	Management & Performance Capabilities 10 Points				
2	Experience & Project References 30 Points				
3	Project Approach 30 Points				
4	Financing Capabilities 5 Points				
5	Pricing and Pricing Methodology 15 Points				
6	Interview 10 Points				
	TOTAL x/100				
	Notes of each interview:				

	Unacceptable	Not Advantageous	Advantageous	Highly Advantageous
Management & Performance Capabilities (20 points)				
General Reputation and Performance Capabilities	Incomplete.	Little or unclear.	Complete and comprehensive.	Complete and comprehensive. Respondent demonstrates team's superior reputation and performance capabilities.
Project Team Qualifications and Experience	Incomplete or not relevant to the scope of work.	Some relevant experience. Project team lacking relevant qualifications.	Relevant project experience, but little or no experience working together as a team	Project team well-defined, thoughtfully assembled and highly qualified for project of this scope.
Local Presence	No current or planned local presence among project team members.	Unclear or little local presence among key project team members.	Some key project members located locally	Key project team members located locally.
Personnel	Resumes not provided.	Resumes unclear, lacking detail, or demonstrate less than superior technical/economic expertise among project team personnel.	Significant project team experience installing Landfill PV on New York municipal property and a significant level of team professional training in Landfill PV system installation; 5+ years of experience, and an understanding of how incentives offered in New York could impact the financial benefit to the Town.	Complete. Respondent demonstrates superior technical/economic expertise among project staff. Significant project team experience installing Landfill PV on New York municipal property and a significant level of team professional training in Landfill PV system installation; 10+ years of experience, and an understanding of how incentives offered in New York could impact the financial benefit to the Town.

Experience & Project References (30 points)				
	Unacceptable	Not Advantageous	Advantageous	Highly Advantageous
Design and Engineering Modeling of Expected Performance	Unclear or incomplete.	Lacks detail or conveys a lack of experience, expertise, or understanding of design, engineering process or performance modeling of Landfill PV systems	Complete. Demonstrates understanding of Landfill PV installation and required steps to complete a project in a timely manner.	Complete. Respondent demonstrates superior understanding of design, engineering processes and performance modeling of Landfill PV projects
Service and Maintenance & Responsiveness	Incomplete.	Complete. Lacks detail or conveys a lack of experience and/or expertise.	Adequate operations, maintenance and monitoring plan provided	Complete and comprehensive. Respondent demonstrates superior understanding of the most advantageous operations and understanding protocols for projects of this scope. Information provided on reference projects demonstrates Respondent's superior service and maintenance record and responsiveness.
Experience with Landfill Construction,	Respondent does not have Landfill construction experience.	Lacks detail or conveys a lack of experience, expertise, or understanding with Landfill construction.	Demonstrates clear understanding and expertise in developing Landfill Solar Projects	Complete and comprehensive. Respondent has demonstrated proven track record of implementing successful Landfill projects.

	Unacceptable	Not Advantageous	Advantageous	Highly Advantageous
Actual Performance vs. Expected System Performance	Incomplete or unclear	Respondent has history of falling short of production estimates and/or actual vs. estimated system performance among reference projects is relatively low, as compared to other RFP respondents.	Respondent has history of meeting projected performance and actual estimated system performance	Respondent has history of exceeding projected performance and actual estimated system performance ratio among reference and Northeast solar EMS projects is relatively high, as compared to other RFP respondents.
On time Performance	Respondent has a history of uncompleted projects or projects completed substantially beyond expected commercial operation date	Respondent on time completion performance among reference projects is relatively low, as compared to other RFP respondents.	Respondent on time completion performance among reference projects is average, as compared to other RFP respondents.	Respondent has a history of meeting or exceeding estimated commercial operation dates and actual performance against expected commercial operation data is relatively high as compared to other RFP respondents.
Experience with Municipalities	None	Little or irrelevant.	Demonstrated experience implementing solar projects with fewer than five New York municipalities.	Demonstrated experience implementing solar projects with five or more New York municipalities.
References	Negative or unrelated or not relevant to the proposal	One or more of the references was dissatisfied	All references were satisfied	All references were satisfied and more than one was enthusiastic
Project Approach (30 points)				
Preliminary Suggested Approach	Incomplete	Complete. Lacks details or conveys lack of experience and/or expertise developing Landfill PV systems.	Adequate approach to work and timeline that demonstrates a reasonable understanding of the project.	Exceptional approach to work and timeline that provides an exemplary understanding of the project, with measures to expedite the time frame or assurances to reinforce compliance with the time line.

	Unacceptable	Not Advantageous	Advantageous	Highly Advantageous
Maximizing Economic Benefit to Town	Unclear or incomplete.	Complete. Lacks detail on expected solar electricity generated or peak demand reductions, or total economic benefit to Town is relatively low compared to other RFP respondents.	Comprehensive and credible.	Comprehensive and credible. Respondent provides comprehensive estimates of expected solar electricity generated and peak demand reductions, including thoughtful discussion of approach to maximizing economic benefit to the Town. Total economic benefit to Town is relatively high compared to other RFP respondents
Level of Effort Required by Town	Unclear or incomplete.	Complete. Respondent requires comparatively high level of effort from local officials and/or staff during project design phase.	Complete. Respondent provides clear description of all support required from Town. Level of effort required of local officials and/or staff is moderate.	Complete. Respondent provides clear description of all support required from Town. Level of effort required of local officials and/or staff is minimal.
Quality Assurance and Commissioning Procedures	Unclear or incomplete.	Compliant but procedures raise quality assurance concerns	Complete.	Complete and comprehensive. Respondent provides superior safety, quality assurance and detailed commissioning procedures.
At-Risk Investment in Lexington Project	Unclear or incomplete.	Respondent is not willing or able to incur development costs while final agreement is being negotiated in good faith.	Respondent demonstrates willingness to pursue at risk due diligence, but not	Complete. Respondent demonstrates willingness and financial strength needed to invest in Lexington project while the final agreement is being negotiated in good faith.

Financing Capabilities (10 points)				
Finance & Risk Management Capabilities	Incomplete or not credible	Complete. Lacks detail or conveys a lack of experience and/or expertise.	Compete. Financing structure is clear but little experience/history working with proposed financing partners	Comprehensive and credible. Respondent demonstrates superior project financing and risk management capabilities and experience successfully financing projects.
Financing Strategy	Incomplete or not credible.	Complete. Lacks detail or conveys a lack of experience and/or expertise.	Significant evidence of firm's ability to finance the Landfill Solar array	Significant evidence of firm's ability to finance the Landfill PV system with extensive track record of providing financing for similar projects, and a demonstration that financing can be secured in a timely manner to meet deadlines.
Pricing and Pricing Methodology (15 points)				
	Unacceptable	Not Advantageous	Advantageous	Highly Advantageous
Pricing Methodology	Incomplete	Complete. Lacks detail or conveys a lack of experience and/or expertise.	Economic benefit is clearly demonstrated and assurances for long-run performance are provided	Complete. Respondent demonstrates willingness to engage in transparent negotiations and outlines the degree of transparency and/or granularity that the Respondent is amenable to during negotiations.